Agreement between the

Aurora Public Schools Board of Education

and the

Aurora Education Association

July 1, 2026 – June 30, 2028
Aurora, Colorado

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Jennifer Turner

Aurora Education Association is affiliated with the Colorado Education Association and the National Education Association

Board of Education Negotiations Team
Lori Welker, HR Investigator/Attorney, Chair
Brett Johnson, Chief Financial & Operations Officer
Craig Lyle, Chief School Leadership & Support Officer
Jennifer Troy, Chief Teaching & Learning Officer
Tim Burcham, Chief Information & Technology Officer
Dr. Joy Ross, Chief People Officer
Tamika Coleman, Director, Data & Operations (HRIS)
Lori Petersen, Principal, Arkansas Elem.
Becky Hanley, Director, ESS Program

Aurora Education Association Negotiations Team
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Ann Atencio, Counselor
Emma Meador, Speech Language Pathologist
Linnea Reed-Ellis, President
Phil Sorensen, AEA UniServ Director
Ernest Garibay, AEA UniServ Director
Nate Madson Dion, Teacher
Jenn Turner, Teacher

The title of Chief Personnel Officer was changed to Chief People Officer, so that update was made throughout this agreement in 2026.

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Agreement

THIS AGREEMENT is made and entered into between The Board of Education of Joint School District No. 28J of the Counties of Adams and Arapahoe, also known as Aurora Public Schools, Aurora, Colorado (herein called the “Board”), and the Aurora Education Association, a 501(c)(5) Labor Organization, Aurora, Colorado (herein called the “Association”). (2014)

Witnesseth

The parties recognize

1. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. Freedom of individual conscience, association and expression shall be encouraged, and fairness in procedures shall be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society as set forth in the Constitution of the United States and the state of Colorado. The final responsibility in the determination of the above rests with the Board. (2022)

2. That providing a high-quality education for the students in the Aurora Public Schools is paramount and should always be promoted by the parties; (2022)

3. That the Board is the policy-forming body of the Aurora Public Schools and shall establish the policies governing the schools; (2022)

4. That the Association is an independent, nonprofit organization and is the recognized representative of certain professional employees; (2022)

5. That the Board delegates to its Chief Executive Officer, the Superintendent of Schools, the authority to carry out the policies it has established; (2022)

6. That teachers, by their professional training, experience and involvement in the educational process, bring to problems a special degree of judgment that may be of value to the Board and the Superintendent; (2022)

7. That it is the Board's intention that the treatment afforded teachers shall be consistent with good professional practices and the preservation of the dignity of the individual. (2022)

NOW, THEREFORE, it is agreed:

Article 1, Definitions

As used in this Agreement, the following terms shall mean the following:

1. The term “Board” shall mean the Board of Education of Joint School District No. 28J of the Counties of Adams and Arapahoe Colorado. (2022)

2. The term “District” shall mean Joint School District No. 28J of the Counties of Adams and Arapahoe Colorado. (2022)

3. The terms “Office of the Superintendent,” “Superintendent” and “Superintendent of Schools” shall mean the District's Superintendent of Schools or the Superintendent’s designee. (2022)

4. The terms “administrative staff” and “administrator” shall mean those individuals employed by the Board of Education in management positions.

5. The term “Association” shall mean the Aurora Education Association or should the Aurora Education Association change names or affiliation, then “Association” shall mean the new name or affiliated union. (2022)

6. The terms “educators” and “education staff” shall mean all licensed professional staff as specified in Article 2.1, including, but not limited to all regularly assigned general instructional and/or subject-area classroom teachers of the District including content specialists, special education teachers, special services providers (including but not limited to Adaptive PE Teachers, Audiologist, Early Childhood Special Education Teachers, Nurses, Occupational Therapists, Orientation and Mobility Specialists, Physical Therapists, School Counselors, School Psychologists, School Social Workers, Speech-Language Pathologists, Teachers of the Deaf and Hard of Hearing, Teachers of Students with Vision Impairments), regular part-time educators, career and technical educators and Educators on special assignment (including but not limited to: Deans, Interventionists, Teacher Leaders, Teacher Coaches, Teaching Partners, Administrative Supports, Athletic Directors, IB coordinators, In-Building substitutes, Instructional Coaches, Non-Instructional Coaches, ROTC, Staffing Chairs). (2022)

7. The term “employee” shall mean those licensed personnel recognized as part of the unit for the purpose of this Agreement. (2022)

8. The term “regular part-time” shall mean those employees who have at least a half-time assignment (three and three-quarter (3 ¾) hours or more of a duty day) but less than a full-time employee's assignment. (2022)

9. The term “limited part-time” shall mean those employees who have less than a half-time assignment (less than three and three-quarter (3 ¾) hours of a duty day) with the District. (2022)

10. The term “student teacher” shall mean a student who takes increasing responsibility for the teaching, supervision and direction of a given group of learners in the pre-licensure exposure to the public schools leading to licensure while under the supervision of a regular employee designated by the Chief People Officer, Human Resources, as a supervising teacher. (2022)

11. The term “school year” shall mean the period of time from the opening of schools of the District in the last half of the calendar year through the closing of the schools in the first half of the next calendar year, but it shall not include the summer school session. (2022)

12. The term “school days” shall mean all days during the school year during which students are required to attend school. (2022)

13. The term “student school day” shall mean that period of time on a school day during which students are in attendance. (2022)

14. The term “educator contract year” shall mean the period of time commencing on the first duty day in the last half of one (1) calendar year and ending on the day before the first duty day in the last half of the next calendar year. (2022)

15. The term “duty days” shall mean all days during which employees are required to perform their assigned duties, which may include some days in the ~~teacher~~ educator contract year prior to the beginning or after the end of the school year and may include some days during the school year that are not school days. (2022)

16. The term “educator duty day” shall mean that length of time on duty days during which employees are required to be present at school for the performance of assigned work. (2022)

17. The terms “elementary school” or “elementary level” shall mean those schools, employees and/or programs in grades kindergarten through five. (2022)

18. The term K-8 school refers to a school building site serving students in grades kindergarten through eighth grade. (2022)

19. The terms “middle school” or “middle school level” shall mean those schools, employees and/or programs in grades six, seven and eight. (2022)

20. The term “high school” or “high school level” shall mean those schools, employees and/or programs in grades nine through twelve. (2022)

21. The terms “career and technical” shall mean those schools, employees and/or programs serving students under the direction of the Pickens Technical College, or other post-secondary training. (2022)

22. The terms “postsecondary” or “career and technical adult” shall mean those schools, employees and/or programs under the area concept and under the direction of the Aurora Board of Education, and subject to rules and regulations of the State Board for Community Colleges and Occupational Education and other state boards and commissions governing career and technical programs. (2022)

23. The term “class period” shall mean any period of time when instruction is delivered by an educator, grades assigned, attendance is kept, and student progress is monitored. (2022)

24. The term “caseload” shall refer to the number of students on an IEP managed by a special education educator and/or special service provider. (2022)

Article 2, Recognition

1. The Board recognizes the Association as the exclusive representative of all licensed professional staff, including full-time and regular part-time career and technical educators hired on contract, employed now or during the life of this Agreement (excluding administrators, substitute educators, summer school educators, limited part-time educators, and hourly postsecondary and/or adult career and technical educators), in matters involving collective negotiations with respect to wages, hours and other conditions of employment affecting any personnel in the unit. (2022)

2. The exclusive recognition of the Association granted herein shall continue throughout the term of this Agreement; provided, however, that any employee or employee group may at any time during the months of January, February or March of the last year of this Agreement submit a petition to the Board signed by 30 percent of the employees requesting that an election be held to determine the organization, if any, that represents a majority of the employees. In such an event, a completely impartial and fair election shall be held to determine if a majority of the employees wish to be represented by the Association, another organization or no organization. The group seeking the election shall pay 50 percent of the cost of the election and the Board of Education shall pay 50 percent of the cost of the election. Such election shall be conducted within 30 days by the American Arbitration Association, unless otherwise mutually agreed by the Board and the Association. A majority of employees voting in said election shall constitute a majority for the purpose of determining recognition. If recognition is lost pursuant to the procedures described above before the expiration of the term of this Agreement, this Agreement shall expire as of the date recognition is lost. (2022)

3. The parties agree that neither shall discriminate against any employee because of membership or non-membership or participation or nonparticipation in the activities of the Association or any other employee organization. Further, the Association, its officers and members agree not to harass, intimidate or coerce any employee concerning membership or non-membership in the Association. The granting of any specific privileges to the Association as the representative of all employees is recognized not to be discriminatory. (2022)

Article 3, Negotiations Procedures

1. The obligation to negotiate shall arise only when a timely request for negotiations is made in accordance with the Article entitled Term of Agreement, and the matters subject to negotiation shall be only those permitted by the Article entitled Recognition; provided, however, this shall not preclude the parties, by mutual written agreement, from negotiating at other times or on other topics nor shall it preclude amendment, modification or supplementation of this Agreement during its term, by mutual written agreement. (2022)

2. A timely request to negotiate by the Association shall be made in writing to the President of the Board; a timely request to negotiate by the Board shall be made in writing to the President of the Association. The request shall specify the subject or subjects about which negotiations are desired and which subject or subjects may be only those about which negotiations are permitted by the Article entitled Recognition. Unless otherwise mutually agreed, the parties shall hold their first negotiating session within 10 days after receipt by one (1) party of a timely request to negotiate from the other party. (2022)

3. The minimum salaries of employees covered by this Agreement shall be those established in negotiations between the parties. In any given year, the parts of this agreement dealing with compensation shall be subject to negotiations, which include Appendices A, B and C, Article 11, Section 16.b. (Medical Insurance). Additionally, either party may bring up to two (2) issues for negotiation unless the parties mutually agree to negotiate other matters. Such issues shall be provided by each team by November 1, of the school year in which such issues are to be negotiated. Each team agrees that it shall provide the issue and the corresponding articles within which each team desires to address its respective issues. Each team shall specify the articles which it believes address the issue but may specify not more than a total of nine (9) articles in which each team, according to its respective issues, desires to see the two (2) issues addressed. For years in which either party wishes to bargain more than two (2) issues, the party bringing such additional issues must provide those additional issues, in writing, to the other party, by July 1 of the school year which that party desires to bargain such issues. The parties agree that each article shall be subject to bargaining in a period not greater than every six (6) years. In the event that an article is not addressed within a six (6) year period, that article becomes a mandatory article of negotiations in its seventh year. Any such negotiations shall be conducted as set forth in Article 3 of this Agreement. (2022)

4. The Board shall supply the Association by March of each year with all preliminary budget information that is available, the projections from such information, and the rationale behind any projections concerning the next budget year. This information shall include, but not be limited to, the "average daily attendance entitlement," and the calculation of the authorized revenue base per pupil for the subsequent year. Any subsequent changes in or additions to this information shall be presented to the Association on a continuing basis as they are developed. Any budgetary information presented to the Board shall be presented simultaneously to the Association. (2022)

5. The parties agree that they shall make a good-faith effort to resolve negotiable items to their mutual satisfaction. Good faith means an honest attempt to resolve such issues to the mutual satisfaction of the parties. The obligation of good-faith negotiations does not compel either party to agree to or to make a concession on a specific item. (2022)

6. It is recognized that each party may designate its own negotiating representatives; provided, however, the Association shall not use members of the Board and the Board shall not use members of the bargaining unit. Each team agrees to have no more than eight (8) representatives. Annually, the parties can mutually agree to increase the number of representatives on their individual bargaining teams. By mutual agreement, the parties can invite experts to provide information in specific subject areas. Teams may also mutually agree to facilitators to assist in negotiations. Guest experts and facilitators are not included in the team membership limits and have no decision-making authority. (2022)

7. Before either party shall proceed to mediation or fact finding, the parties shall have made a good-faith effort to resolve their differences during negotiations. Such a good- faith effort shall require negotiations over a period of at least 30 days, and neither party shall have the right to declare an impasse and proceed to mediation or fact finding until 30 calendar days after the first negotiating session. (2022)

8. If negotiations do not result in mutual agreement, and after the time period prescribed in Section 7, but prior to the termination of this Agreement, either party may submit the dispute to mediation by notifying the other party in writing of its demand to mediate. If, however, the submitting party desires to bypass mediation and go directly to fact finding, it shall have the right to so notify the other party, in which event mediation shall be bypassed, unless within five (5) days after receipt of the request to bypass mediation, the other party replies in writing that it demands mediation. In the event of such a demand, mediation shall not be bypassed. (2022)

9. In the event of mediation, the mediator shall be selected as follows: The Board and the Association shall each submit to the other a list of five (5) acceptable mediators within five (5) working days after the demand to mediate has been made. From those lists a mutually acceptable mediator shall be selected, if possible. Should the Board and the Association be unable to agree within five (5) working days upon a mutually acceptable mediator, the American Arbitration Association shall be called upon to furnish a panel of five (5) mediators from whom the parties shall select a mediator. Within five (5) working days after receipt of the panel of mediators from the American Arbitration Association, the parties shall meet to make such selection. The party demanding mediation shall first strike a name from the list, after which each in turn shall strike a name from the list, and so on, until one (1) name remains. The remaining name shall be the designated mediator. Mediation shall be deemed at an end when the mediator so declares or when either party states in writing its desire to terminate mediation, which it may do at its discretion after one (1) or more mediation sessions. (2022)

10. If the dispute is not settled by negotiations or mediation, either party may at any time thereafter, but prior to the termination date of this Agreement, submit the dispute to fact finding by notifying the other party in writing of its desire to do so. If mediation has extended beyond the termination date of this Agreement, neither party shall have waived its right to proceed to fact finding. The fact finder shall be selected in the same manner as a mediator is selected pursuant to Section 9 of this Article. (2022)

11. By mutual agreement of the parties, they may, instead of submitting the dispute to a fact finder, submit it to one (1) individual who shall act as a mediator and fact finder simultaneously. The decision of the fact finder or of the fact finder/mediator shall be advisory only. (2022)

12. The costs of mediation and fact finding, exclusive of the costs of the parties' own representatives, shall be shared equally by the Board and the Association. Either party may request that an official record of the testimony taken at fact-finding hearings be made, and a copy of any transcript so made shall be provided to the fact finder. The party requesting an official record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, it shall share equally in the entire cost of making the official record. (2022)

13. During negotiations, mediation and fact finding, either party shall, upon written request, make available for inspection during normal business hours and within a reasonable period of time, any of its records and data pertinent to negotiations, except to the extent such disclosure may be limited by law. Neither party shall have the duty to make extensive compilations of data or records for the other party, but if such work is voluntarily undertaken, the party doing the work may require reimbursement of the cost of

such work as a condition of doing it. The Board shall not charge more than verifiable costs for such work. (2022)

14. Tentative Agreements reached during negotiations, mediation or after fact finding shall be reduced to writing but shall have no legal effect unless and until ratified by the Board and the Association. In addition, tentative agreement on individual items shall be conditional upon approval and ratification of the entire Agreement by both parties. (2022)

15. As stated in Article 10, Section two, up to 30 days of Association business leave may be used to conduct negotiations sessions during the educator duty day. Otherwise, negotiation, mediation and fact-finding sessions shall be conducted outside the teacher duty day. If release days are desired for mediation or fact-finding sessions, the Association may use Association leave, if available, or leave without pay. (2022)

16. The Board agrees not to negotiate with any educator organization other than the Association while this Agreement is in effect. The Board also agrees not to negotiate matters covered by this Agreement directly with one (1) or more employees; provided, however, the Board specifically reserves the right to communicate with its employees and to advise them of Board policies on such matters as the Board or the Superintendent shall deem appropriate. (2022)

Article 4, No Strikes

1. It is agreed by the Association that there shall be no strike, sanction, picketing, picket-line observance, slowdown or other concerted activity, which impacts classroom or school operations while this Agreement is in effect. (2022)

2. Nothing in this article prohibits an educator from supporting activities outside of Aurora Public Schools that do not impact classroom or school operations. (2022)

3. Violation of this Article by an employee subject to this Agreement shall constitute just cause for the discipline, including discharge, of such employee. (2022)

Article 5, Board Rights

1. Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to exercise all the rights and functions of management. Further, the Board may, to the extent permitted by law, delegate those rights through the Superintendent, and the exercise of any such rights or functions by the Board, Superintendent or administrative staff shall not be subject to the grievance procedure in this Agreement. (2022)

2. Without limiting the generality of the foregoing, the term “Board Rights” as used herein includes the right to: (2022)

    a. Manage the District; (2022)
    b. Schedule working hours; (2022)
    c. Establish, modify or change work schedules or standards; (2022)
    d. Institute changes in policies and regulations; (2022)
    e. Direct the teaching staff, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee; (2022)
    f. Determine the location of new schools, buildings, departments, divisions or

subdivisions thereof, and the relocation, sale, lease or closing of schools, departments, divisions or subdivisions thereof; (2022)

g. Determine the services to be rendered; (2022)
h. Determine the layout of buildings and the equipment and materials to be used therein; (2022)
i. Determine the processes, methods, content and means of teaching any and all subjects; (2022)
j. Determine the size, character and use of inventories; (2022)
k. Determine financial policy, including accounting procedures; (2022)
l. Determine parent relations policy; (2022)
m. Determine the administrative organization of the system; (2022)
n. Determine the selection, promotion or transfer of employees to supervisory or other administrative positions or other positions outside the bargaining unit; (2022)
o. Determine the size and characteristics of the teaching staff; (2022)
p. Determine the allocation and assignment of work to employees; (2022)
q. Determine policy affecting the selection of new employees; (2022)
r. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required; (2022)
s. Determine the administration of discipline; (2022)
t. Determine control and use of school property, materials and equipment; (2022)
u. Schedule work sessions and determine the number, content and duration of work sessions; (2022)
v. Establish, modify, eliminate and enforce policies, rules and regulations; (2022)
w. Transfer children from one (1) educator, classroom or school to another; (2022)
x. Place work with outside firms; (2022)
y. Determine the amount of administrative and supervisory personnel necessary; determine the frequency, format and content of reports from educators. (2022)

3. It is agreed that the above enumeration of Board Rights shall not be deemed to exclude other management prerogatives not specifically enumerated above. (2022)

Article 6, District Policies

1. The Board and the Association recognize the value of making District policies and regulations easily accessible to all employees. Therefore, a copy of the District's policies and regulations shall be placed on the District's Web site(s) and shall be made available for inspection during regular duty hours. (2022)

2. Policies and regulations shall be updated on the District's Web site(s) within 15 working days after any Board action. The Association may review and/or print copies from the District's Web site(s). (2022)

Article 7, Educator Rights

1. The Board and the Association agree that educators shall not directly or indirectly be discouraged, deprived or coerced in the enjoyment of any rights conferred by board policy, this agreement, any laws of the state of Colorado or the Constitution of the state of Colorado and the United States. (2022)

2. The Board and the Association agree that educators shall not be discriminated against with respect to hours, wages or any terms or conditions of employment by reasons of membership (or lack thereof) in the Association, participation (or lack thereof) in any lawful activities of the Association, or institution of any grievance, complaint or proceeding under this Agreement. (2022)

3. The Board and the Association agree that the rights of any educator to guarantees, constitutional or otherwise, against discrimination and shall not be subject to discharge, demotion, non-renewal of contract, discipline, denial of a promotion opportunity to, harassment, or discrimination in regard to any term or condition of employment against any employee on the basis of or disclosure of the employee's race, color, creed, religion, national origin, ancestry, marital status, sex, age, disability, sexual orientation, gender identity, gender expression, gender characteristics, gender nonconformity, genetic information, familial status and conditions related to pregnancy or child birth. (2023)

4. The Board and the Association agree that educators shall not be discriminated against with respect to hours, wages or any terms or conditions of employment to the extent protected and in accordance with state or federal law. This includes that educators shall not be discriminated against by reason of age to the extent protected by the federal Age Discrimination in Employment Act of 1967; genetic information; marital or family status; conditions related to pregnancy or childbirth; disability as defined by the Americans with Disabilities Act of 1990; membership in any organization (or lack thereof); political activities; or expressed criticisms of District policies, programs, or activities. (2023)

5. The Board and the Association agree to support a school and workplace climate, conducive to teaching and learning that is free from harassment (as outlined in policy AC, Nondiscrimination/Equal Opportunity) (2023)

6. The Board and the Association agree to support a school and workplace climate that is free from bullying behavior, defined as a pattern of written or verbal expressions, physical or electronic acts or gestures that are intended to coerce, intimidate, or cause any physical, mental, or emotional harm. (2022)

7. The Board and the Association believe that facilitating learning is the primary function of the district and its schools. It also believes that students must not only master academic content but must also acquire behavioral skills which are necessary for their ultimate success. Where students fail to follow established rules, discipline may be necessary. Discipline should be consistent, persistent, and fair. Educators have a right to:

    a. Be treated respectfully by all persons in the school community, including students, parents, administrators, and patrons.
    b. Conduct their teaching duties in schools which are safe and in an environment that fosters learning.
    c. Receive training in classroom management and conflict management where necessary.
    d. Receive support from school administrators in the administration of discipline.

    Refer to the APS Safe Schools Policy Handbook for a complete listing of behaviors and expected actions. Educators will use the approved building format to complete all student disciplinary referrals and will receive a written response in a timely manner, ordinarily within 24 hours. (2023)

8. Educators have the right to determine and change the names, pronouns, and personal titles (ex. Mr., Ms., Mx.) used to refer to them in their employment with the district. Upon notice from an educator of such a change, the School District shall make every effort to ensure that the name, pronouns and/or personal titles designated are used to refer to the educator in their employment. (2023)

9. The district shall not subject any educator to discharge, demotion, contract non-renewal, discipline, denial of a promotion opportunity, harassment, discrimination in regard to any term or condition of employment, or any other adverse employment action in retaliation for the educator having provided support, assistance, education on, or advocacy in the exercise of a student's right to non-discrimination. (2023)

10. The Board agrees to the equitable application of all terms, conditions and benefits of employment set forth in this Agreement. (2022)

Article 8, Association Privileges

Because of the Association's representation of the employee staff, the Board grants the following privileges to the Association: (2022)

1. Quarterly, the District will provide the Association with a list of all educators in the bargaining unit including names, job title, work location and district email address. New hire information will be provided in the same manner on the first business day of July of each school year with an updated list provided 7 days prior to New Educator Orientation. (2025)

2. The Association may use school buildings, provided reasonable notice is given to the Superintendent and such use does not interfere with or disrupt the normal operation or scheduled use of that building. (2022)

3. The Association may use school equipment, such as the public address systems, personal computers, facsimile and copy machines, and audiovisual equipment. Requests for such use shall be made to the Chief Operations Officer and shall specify the equipment desired, how it is to be used, and the time or times the equipment is desired. (2022)

4. Space shall be provided on at least one (1) bulletin board in each school building designated by the principal for the placement of Association notices, circulars or other materials, provided the material is not of a partisan political nature (which includes materials relating to elections of members of the Board) or does not involve the solicitation of funds (except as such solicitation of funds is approved in writing by the Superintendent), and provided further, that the placement of such material does not interfere with or disrupt the normal school use of such bulletin boards. A copy of all materials posted on the bulletin board shall be delivered to the principal's office either prior to or at the time of such placement. (2022)

5. The Association may use school mail (including teacher mailboxes in the buildings) provided such material distributed is not of a partisan political nature (which includes materials relating to elections of members of the Board) or does not involve the solicitation of funds. Further, if the distribution of materials via school mail is District-wide or to more than one (1) school, a copy of the materials shall be given prior to or at the time of distribution to the Superintendent and to the principals of the buildings involved. If the distribution is to one (1) school only, a copy of the material shall be given prior to or at the time of distribution to the principal of the building involved. (The foregoing requirements regarding provision of copies of messages, and barring materials of a partisan political

nature, shall also apply to e-mail messages originating from the District e-mail system.) (2022)

6. The President of the Association or the President's authorized designee shall be allowed to visit individual employees during the duty day. The President will give 24-hour advance notice to the principal and state the purpose of the visit. Twenty-four (24) hour notice may be waived in cases of emergency. The President or the President's authorized designee shall check in at the school office when commencing a visit to the school. In addition, the visitor shall not disrupt normal school activities or call employees from class, talk to them during class, or talk to them in the presence of students. Finally, such visits shall not take precedence over other meetings or other group activities previously organized by the principal. (2022)

7. The Board recognizes the right of the Association to hold Association meetings prior to the start of and after the end of the normal teacher duty day and during the teacher's authorized duty-free lunch period. Since the Association schedules its meetings on the second and fourth Tuesday afternoons, the Board agrees that, whenever reasonably possible, it shall avoid scheduling meetings for employees on the second and fourth Tuesday afternoons on which Association meetings are normally held. (2022)

8. Before June 1 of each year the Association shall certify to the Board the names of the members of its Executive Board for the ensuing school year. The Association shall notify the Board of any changes in its Executive Board. Said members during their respective terms of office shall have flexible arrival and departure times at school, to the extent such flexibility does not interfere with the performance of professional duties. (2022)

9. The Association will be permitted to offer a one (1) hour lunch session during one (1) or more of the designated in-service days scheduled at the beginning of the year for newly hired teachers. The Association will also be allowed to set up an information table at new teacher welcoming events scheduled by the District. (2022)

Article 9, Dues Deduction

1. Upon the written request of an educator who is a member of the Association, the Board shall deduct from that educator's salary annual dues to the Association, the Colorado Education Association and the National Education Association, in accordance with the terms of this Article. The amount to be deducted shall be the amount certified by the Association to the Board as the applicable annual dues to all three associations. (2022)

2. The Board shall deduct the amount authorized in 12 equal installments over the contract year. Such deductions shall be automatic for continuing members. When new requests are received after the August payroll cutoff, deductions shall be made in equal monthly installments through and including the last check of the contract year. When the request is received by the Board after the 10th of any month, deductions shall start with the salary check in the following month. (2022)

3. If an educator desires to end payroll dues deductions for Association membership, the educator must submit a written revocation request to the Association office and the District payroll finance office, and may do so at any time of the year. Payroll deduction revocation will be effective at the end of the contract year in which the revocation request is made. Requests made previous to the August payroll cutoff will be effective in August. Requests

made between the August payroll cutoff and September 1 will be effective in September. (2022)

4. Any employee who has authorized payroll deductions under the terms of this Article and who resigns from the District shall have the balance of the annual dues deducted by the Board from the last paycheck, unless said employee revokes the Association dues deduction authorization in writing before the 10th of the month in which the employee receives the last paycheck. (2022)

5. The Board agrees to transmit all monies deducted under the terms of this Article to the Association on or before the last day of each month that said monies are deducted. (2022)

6. The Association shall have the right from time to time, but not more frequently than monthly, to supply to the Board a list of the members for whom it feels dues should be deducted, and the Board shall, within seven (7) working days, validate that list by either confirming that the dues are being deducted for all educators on the list or by noting any educators on the list for whom monies are not being deducted. (2022)

7. The Association agrees to hold the Board harmless from any and all claims arising from the proper application of this Article. (2022)

8. Educators on leave without pay from the District are excluded from the requirements of this Article. (2022)

Article 10, Association President and Leave Days

1. Upon request from the Association, the Board shall grant the President of the Association a leave of absence. The President shall be maintained on the District's payroll, and the Association shall, on a monthly basis, reimburse the District for (a) the full salary cost of the average salary of the group of educators initially hired for that school year by action of the Board by their first business meeting after the first day of that school year, and (b) the actual cost to the District of providing the President's fringe benefits, namely, the District's Public Employees Retirement Association contribution and the District's share of group life, disability, medical and dental insurance premiums. The Board also agrees to continue to credit the President with applicable incremental (vertical) salary advances or longevity advances during the duration of any particular President's leave and, upon completion of the leave, to return the President to a position for which the President is qualified. (2022)

2. Each school year, during the term of this Agreement, the Association may request that specified educators be given release time with pay for a total of up to 70 days to enable those educators to participate in Association activities. With the exception of the Association Vice President, no one (1) individual will be released for more than 10 student contact days per school year for Association leave. The Association shall, twice each year, reimburse the District for Association leave days taken at the actual cost of providing substitute teachers. Up to an additional 30 days may be used for negotiations if both parties agree. (2022)

Article 11, Compensation

1. The minimum salary for full-time employees covered by this Agreement shall be as set forth in Appendices A (new schedule) and A1 (former schedule). Employees working less than full time shall receive a prorated salary in the same ratio as their pro rata duty day is to a full-time employee's duty day. Educators who are requested to and voluntarily assume an

additional class during the duty day and beyond the established building schedule shall be paid at a rate calculated using a 187 (or 190) day calendar. (2022)

a. Beginning the 2020-21 school year, a new salary schedule shall be implemented for all licensed staff. Returning educators with lower ten-year cumulative earnings from SY 2020-21 to SY 2029- 30 under the new salary schedule relative to what they would be projected to earn on the current schedule (based on their 2019-20 end of year placement) are able to elect to remain on the current (Appendix A1) or move to the new salary schedule (Appendix A). In 2026, there will be a one-time option to move from the old schedule to the new schedule (due to the restructuring of the salary schedule in July of 2024). All movement must be completed by June 30, 2026. (2026)
b. New educators and those with higher ten-year cumulative earnings from SY 2020-21 to SY 2029- 30 are automatically placed on the new salary schedule (Appendix A). (2022)
c. Starting the 2030-31 school year, the former salary schedule (Appendix A1) will sunset. Any educator who in the 2020-21 school year elected to remain on this schedule will plateau at their 2029-30 step placement. (2022)
d. Any Board of Education approved General Salary Increases shall be applied to both salary schedules (A & A1). (2022)

2. Pursuant to Section 22-32-110(5), C.R.S., if the Board feels that revenues are insufficient to meet its financial obligations under this Agreement beyond June 30, in any given year, the School Board may, prior to May 30, of that year, request negotiations on financial obligations, which would be paid after June 30, of that year, in which event negotiations shall be conducted as set forth in Article 3 of this Agreement and shall be limited to changes proposed in Appendix A and items relating to such other financial obligations as are designated by the Board. (2022)

3. The salary schedule in this Agreement is based upon a total of 187 duty days for returning employees and 190 duty days for employees who were not regularly assigned employees in the District during the previous school year. (2022)

4. Duties performed after the normal school hours are considered part of the professional responsibility of the employee, and Appendix A includes compensation for all extra-duty activities except as provided in Sections 6 through 15 of this Article. (2022)

5. Educators hired hereafter shall be given outside experience credit at the discretion of the District. The District shall notify the Association if the District determines it shall not be offering full credit for outside experience for the subsequent year. (2022)

6. In recognition of the additional course work required to earn the degree, beginning the 2024-25 school year, Special Services Providers whose position requires a Master's degree or greater to obtain the appropriate endorsement from the Colorado Department of Education shall be granted an additional fifteen (15) credits toward lane advancement after initial placement on the salary schedule. This provision applies to Special Services Providers hired for and after the 2024-25 school year, as well as current APS Special Services Providers and is applicable to the following positions: School Counselor, School Social Worker, Speech Language Pathologist and School Psychologist. (2024)

7. Any educator with an Education Specialist (EdS) Degree in School Psychology shall be granted placement at the MA plus ninety (90) lane on the licensed salary schedule. This provision applies to current school psychologists and those hired during and after the 2025-

2026 school year. (2025)

8. Upon verification to the District, a one-time stipend of $2,300 shall be paid to any educator who holds National Board of Professional Teaching Standards certification or upon the attainment of such certification. The stipend shall also be paid upon an educator being recertified for the National Board of Professional Teaching Standards. In addition, educators holding National Board of Professional Teaching Standards certification shall be paid $1,000 annually in each year they maintain such certification. (2022)

9. Other National Certificates - Special Service Providers shall qualify for national board equivalency compensation as follows: (2019)

    a. Special Services Providers (SSPs) who are performing the duties of their respective professions and obtain and maintain a national certificate issued by their respective organizations deemed comparable to the National Board of Professional Teachers

    Standards (NBPTS) certification, shall receive a one-time stipend of $2,300, and shall be paid $1000 each year after for which they maintain such certification. National certifications recognized for purpose of these stipends include:

        i. School Audiologist - Board Certification in Audiology (American Board of Audiology) or Certificate of (Clinical Competence in Audiology)
        ii. School Nurse - Nationally Certified School Nurse (National Board for Certification of School Nurses)
        iii. School Occupational Therapist - Occupational Therapist Registered (National Board for Certification in Occupational Therapy)
        iv. School Orientation and Mobility Specialist - Certified Orientation and Mobility Specialists (Academy for Certification of Vision Rehabilitation and Education Professionals)
        v. School Physical Therapist - National Certification (Federation of State Boards of Physical Therapy)
        vi. School Psychologist - Nationally Certified School Psychologist (National Association of School Psychologists)
        vii. School Speech-Language Pathologist - Certificate of Clinical Competence in Speech Language Pathology (American Speech-Language-Hearing Association)
        viii. School Social Workers - National Certification for School Social Worker (School Social Work Association of America) (2025)
        ix. School Counselors - National Certified Counselor (National Board for Certified Counselors) (2025)

    b. Clinical Social Workers, Professional Counselors, Psychologists, and Physical Therapists who are licensed by the Colorado Department of Regulatory Agencies shall receive a one-time stipend of $2,300 and shall be paid $1,000 each year after for which they maintain such licensure. (2022)

10. Effective the 2020-21 school year, licensed staff serving in a position identified as “Hard to Fill” shall receive an annual stipend of $5,000, paid in two (2) equal installments of $2,500 in January and June of the school year, contingent upon working the entirety of each semester. Staff hired, or those who transfer into a stipend eligible position after the start of the semester, will receive a pro-rated stipend provided they work the entirety of the semester. Educators terminated from their position or involuntarily transferred/reassigned

from a qualifying position shall receive a pro-rated stipend for the days the educator served in the position. (2022)

a. Stipend Eligibility
    i. Licensed staff serving as secondary (6^{tph} – 12^{th}) math and science educators, special education educators, educators who instruct concurrent enrollment courses (all content areas), instructors of Career and Technical Education (CTE) courses with a science, math, or engineering focus. (2022)
    ii. Staff assigned to serve students as a speech language pathologist, school psychologist, school social worker, school nurse and occupational therapist. (2022)
    iii. Staff must instruct students in the identified areas at least 50% of their assignment and must be licensed by the Colorado Department of Education (CDE) and appropriately endorsed to teach the class and/or meet the criteria established by CDE to serve as an educator of record in the class. (2022)
    iv. Licensed staff are eligible for a maximum stipend of $5,000 per year for serving in a Hard to Fill position. (2022)
    v. Stipends for Hard to Fill positions, as designated above are mutually exclusive from other stipends provided in Section 7 of this Article, i.e., National Board and/or Department of Regulatory Agencies (DORA), Staffing and/or Department Chairs. (2022)

b. Determination of Hard to Fill Designation
    i. Beginning in February of 2021 and annually thereafter, a representative APS/AEA task force of no more than 6 people will review recruitment and retention data. The task force will make recommendations to add or remove stipend eligible positions for the following school year. Positions added will receive the stipend for a minimum of two years. (2022)
    ii. The recommendation and analysis of Hard to Fill data will be presented to the APS/AEA bargaining teams by the task force. The bargaining teams will determine if positions are to be added or removed as part of the bargaining process. (2022)

11. Employees assigned the duties enumerated in Appendix B (Extracurricular Activities Salary Schedule) shall be compensated in accordance with that schedule. The District, at its discretion, shall decide which educators shall be offered Appendix B assignments each year, and an educator offered such an assignment has the right to accept or reject it. (2022)

12. An employee assigned duties enumerated in Appendix C (Extra Pay for Extra Duty) shall be compensated in accordance with that schedule unless the employee is being paid for a similar responsibility at the same time under Appendix B. There shall be no discrimination by either party against any employee who does or does not volunteer for the extra duties listed in Appendix C. (2022)

13. Teachers Educators at K-8, 6-12 and other mixed grade configurations outside of the traditional elementary, middle and high school levels who perform extracurricular responsibilities identified in Appendix B and C will be paid at the highest level appropriate for the students they are servicing. For example, an instrumental music teacher working at a 6-12 school who works with middle school and high school aged students will be paid as a high school instrumental music teacher. However, an instrumental music teacher working with only middle school aged students at a 6-12 school will be paid as a middle school

instrumental music teacher. (2022)

14. Any compensation paid to employees who supervise student teachers shall be determined by mutual agreement between the employee and the university sponsor of the student teacher. (2022)

15. Educators assigned by the District to act as Exceptional Student Services staffing chairpersons shall receive additional compensation per school year based on the number of special education student staffings conducted the prior school year in that building according to the following schedule: (2022)

Number of Staffings	Pay to Staffing Chairperson	Assistant Chair
0-15	$1,210	
16-30	$1,320	
31-45	$1,430	
46-60	$1,540	$825
Over 60	$1,650	$935

The staffing chairperson in each building shall be selected by that building's principal prior to the start of each school year, and acceptance of such assignment is voluntary on the part of the educator. In addition to being responsible for the student staffings, the staffing chairperson shall perform duties as defined by the District's department of exceptional student services and shall act in accordance with applicable federal and state laws and regulations. Educators who serve as an Educator on Special Assignment (EOSA) – Staffing Chair and have no teaching responsibilities or other duties outside of those directly related to that of the staffing chair are not eligible for the staffing chair stipend. (2022)

16. Department chairpersons and assistant chairpersons in the secondary schools shall receive additional compensation per school year according to the following schedule: (2022)

Educator (FTE) in Department	Chair	Assistant Chair
1.0 - 1.9	$440	
2.0 – 3.9	$715	
4.0 – 6.9	$990	
7.0 – 10.9	$1,485	$770
11.0 +	$1,760	$935

The District at its discretion may require selected chairpersons to work up to five (5) additional duty days upon paying the per diem rate for each additional day required. Unless said additional days are during the school year or contiguous (excluding weekends and holidays) to the beginning or end of the chairperson's normal duty days, the additional

days shall be voluntary. (2022)

16. A career and technical education teacher, who as part of the job and as part of the course of instruction, is required to sponsor or work with career and technical student programs or clubs shall do so as part of the required contact time. The principal may approve activities for such programs or clubs that extend beyond the educator duty day. In that event, such activities beyond the duty day shall be compensated as provided in Appendix C. (2022)

17. An employee who is required, as part of the job, to use a personal vehicle for transportation in order to perform duties shall be reimbursed at the then current rate per mile established by the Internal Revenue Service. Procedures for the authorization, record keeping and reporting of any payment for such travel shall be as established by the Board. (2022)

18. When educators obtain a Multi-Function School Activities Bus (MFSAB) Driver Certification they shall receive a one-time stipend of $150 and each year upon recertification they shall receive $100. When educators drive the School Activities Bus outside of the duty day they shall be compensated at the same hourly rate as when educators supervise special events. (2022)

19. The Board agrees to provide the following long-term disability insurance, medical insurance, group life insurance, dental insurance, 125 Plans and other benefits and payments during the term of this Agreement: (2022)

    a. Long-Term Disability Insurance. The Board shall provide and pay the premium for long-term disability insurance covering those employees who would not be eligible for PERA disability insurance by reason of not having completed the minimum amount of state service required by PERA statutes, rules and regulations. Said insurance shall pay 60 percent of the employee's salary as shown on Appendix A, with a maximum payment of $1,500 per month, such payments to commence after a six-month waiting period and to continue as long as the disability lasts, but not beyond the date the disabled educator reaches age 65 or becomes eligible for PERA disability benefits, whichever occurs first. Eligibility for coverage and benefits shall be determined by the terms and conditions of the District's disability insurance policy, which shall not provide benefits less than set forth above. (2022)
    b. Medical and Dental Insurance. The Board, with advice from the District Insurance Committee, shall provide medical and dental coverage to employees. Coverage is provided to employees under group medical health and group dental plans selected by the Board. Employees may, on an annual basis, elect a medical and/or dental plan design, if any, in which they desire to participate. The Board shall pay 95 percent of the average employee only premium(s) offered by the health plan and 75% of the employee only premium of the base (lower cost) dental plan, and the employee shall pay the remaining balance, if any of the premium(s). If an employee desires dependent coverage, that employee shall pay the premium(s) for such coverage by giving a written authorization for payroll deductions to the benefits office. The Board may transfer to a different medical and/or dental plan, provided the benefits and coverages are comparable to those that exist in the current plan(s). (2017)
    c. Group Life Insurance. The Board shall pay the entire premium for group life insurance coverage for all employees under the District's group life insurance plan. The benefits shall be equal to or greater than those contained in the policy in effect at the time of entering this Agreement. Insurance amounts, terms and conditions are set forth in the group life insurance policy. If any employee desires life insurance under the policy for

dependents, the employee shall pay the premium for such coverage by giving a written authorization for payroll deductions to the benefits office. (2022)

d. 125 Plans. The Board shall provide a premium-only plan in accordance with the Internal Revenue Code and applicable Internal Revenue Service regulations. The plan provides for the salary of educators to be reduced by an appropriate amount to pay for the individual's and/or dependent's portion of medical and dental insurance. The Board shall also provide plans to permit District employees to reduce their salaries by an appropriate amount to pay for dependent-care expenses for that employee's dependents and plans to permit salary reductions to pay for allowable medical expenses not covered by medical insurance plans. (2022)

20. The insurance committee shall act in an advisory capacity to the District in reviewing and making recommendations concerning the aforementioned insurance and other benefit programs. Such committee shall be comprised of two (2) educators appointed by the Association, two (2) representatives of the classified employees, and two (2) administrators, all of whom shall work with those District personnel, designated by the Superintendent, responsible for the administration of the District's insurance programs. (2022)

21. The salary earned by an employee for required duty days in a contract year shall be paid in 12 equal monthly installments on the last day of the month that District offices are open for business, commencing in August for employees hired after June 30, 1994, and in September for those hired before July 1, 1994. (2014, 2015)

22. Salary payments for educators on a year-round schedule shall be as follows: (2022)

    a. Educators who transfer from a conventional to a year-round school or from a year-round to a conventional school shall be placed on the appropriate salary schedule. (2022)
    b. Educators working in a year-round school shall be paid on either a July-through-June or August- through-July pay schedule rather than the conventional school pay schedule of September through August. (2022)
    c. The transfer procedures identified in Article 19 of this Agreement shall apply when transferring into, out of, or between year-round schools except that potential involuntary transferees into year-round schools shall be notified no later than 30 calendar days prior to the beginning of their assigned school year. (2022)
    d. An educator who works a full contract year on a year-round schedule shall receive the same annual salary as an educator who works a full contract year on a traditional schedule. Any salary differential that may exist between the year-round and conventional schedule shall be paid to the year-round educator in the last check of the contract year. (2022)
    e. An educator, who, as a result of midyear voluntary transfer, works fewer days than the required minimum number of yearly duty days for all educators, shall be informed of the salary loss that shall result before the transfer is accepted. An educator who is involuntarily transferred to a position offering less days of work than the required minimum number of yearly duty days shall be paid for that minimum number of duty days. (2022)

23. Compensation for extra-duty days worked at contractually assigned tasks and deductions for days not worked shall be calculated on the basis of duty days in the contract year applicable to the individual employee and in accordance with the salary applicable to that employee shown on the Educator Salary Schedule (Appendix A). (2022)

24. Counselors and media/library specialists may be required to work not more than 10 duty days at contractually assigned tasks over and above the specified number of duty days in their contract year. When additional days shall be required, notice of that fact shall be given to the educator or educators involved by April 15 of that school year. Payment for such extra days shall be in accord with Section 19 of this Article. Any extra days worked under this provision shall be consecutive to the normally assigned duty days set forth in Section 3 of this Article. The required extra days may be in one (1) block or split into two (2) equal or unequal blocks and assigned to the front and/or end of the normally assigned duty days set forth in Section 3 of this Article. Other employees may be asked to work extra days and shall respond promptly as to their willingness to work those days. Payment for those days shall be in accord with Section 19 of this Article. Career and Technical Education employees may be required to work not more than 225 duty days if rules or regulations governing any particular Career and Technical Education subject taught by those educators requires additional duty days. Payment for all such days worked over 187/190 shall be in accord with Section 22 of this Article. (2022)
25. Acceptance of any special curriculum development work or writing activities to be conducted after the duty day or beyond the yearly contracted duty days shall be voluntary on the part of the educator asked to accept such an assignment. The pay for such activities shall be as set by the Board and shall be established before the educator is required to accept or reject the assignment. (2022)
26. Voluntary in-service and continuing-education workshops, approved by the Board and offered after the duty day or beyond the yearly contracted duty days, may be offered at no pay or may be offered at a rate of pay set by the Board. The pay status shall be set before an educator must decide whether to participate in the activity. (2022)
27. The Board and the Association agree that during the term of this Agreement, no educator shall be dismissed or reduced in salary as a result of a contract that is let by the District to a nongovernmental agency or company for the purpose of providing teaching services. If such a contract is let to a governmental agency, no educator shall be dismissed who is qualified for another available teaching position. (2022)
28. All financial obligations of the Board (within the meaning of the term “financial obligations” under Article X, Section 20, of the Colorado Constitution, Amendment One) set forth in this Agreement are subject to annual appropriation by the Board. (2022)

Article 12, Educational Advances

1. It is recognized that the attainment of appropriate additional educational experience through the completion of college course work from an institution defined in this Article, and from in-service programs and workshops specified by the Board, is desirable and helps ensure better qualified teaching personnel. In order to encourage professional growth, the provisions set forth in the following Sections of this Article shall govern educational (horizontal) advances on the Educator Salary Schedule (Appendix A). (2022)

2. Educational (horizontal) advancement shall be allowed for the completion of 15 semester credits of college course work for each group in the salary schedule from the bachelor’s degree to the doctorate under the following guidelines: (2022)

    a. Courses that are not authorized for re-licensure credit in Colorado cannot

be used for educational advances. (2022)

b. Credits must have been completed after the educator's most recent and highest degree was conferred. (2022)

    i. Effective July 1, 2022, credits for coursework that are a condition of employment for the district may be applied after the completion of a higher degree. No credit shall be used more than once. Credits may be used as a standalone or as a part of a degree program, but not both.

c. It shall be the individual educator's responsibility to secure verification that the courses, submitted for educational advancement, meet the criteria as described in this Article. (2022)

2. To be utilized for horizontal advances, course credits must meet the following criteria: (2022)

    a. Credits must be earned from either a four-year or two-year* degree-granting and regionally accredited institution located in the United States, or earned from a four-year degree-granting foreign college or university approved by the ministry of education or equivalent educational agency within that country, provided documentary evidence of the study is validated by an official of the institution in English, and the study would be acceptable to the Colorado Department of Education. *Credits completed after August 20, 2008, at a two-year degree- granting and regionally accredited institution located in the United States, and which meet the requirements specified elsewhere in this article may be considered for horizontal advancements. (2022)
    b. Credits must be acceptable to the Colorado Department of Education for added endorsement, license renewal and/or other state requirements. (2022)
    c. Credits earned at a two-year degree-granting and regionally accredited institution must be guaranteed transferrable to a Colorado four-year degree-granting and regionally accredited institution. (2022)

3. To be utilized for horizontal advances, the course work or degree must be submitted on the official transcript of the accredited institution. It shall be the responsibility of the educator requesting horizontal advancement on the salary schedule to secure all necessary transcripts and verifications and to ensure that they are delivered to the Human Resources Office as soon as available. (2022)

4. Horizontal advances for completion of course work or degree requirements shall become effective on the first day of the month following the month that the transcript (or degree conferring transcript if applicable) is submitted to the Human Resources Office. The salary basis of the number of duty days remaining in the educator's contract year on the first day of the applicable month. If there are no duty days remaining at that time, the salary increase shall not take place until the first duty day of the next contract year. (2022)

5. The Board shall grant credit for salary advances to educators who successfully complete programs or workshops specified by the Board and approved by the Colorado Department of Education as being equivalent to post-degree academic credit, provided such programs or workshops shall benefit the educator's professional growth in teaching in the Aurora Public Schools. Evidence of completed course work shall be submitted to the licensed professional development office in a timely manner. (2022)

6. The Board of Education and the Aurora Education Association understand the importance of ongoing professional development. It is understood that the Board has an ongoing interest in providing professional development, which the District determines to be important in addressing its goals, and that some of that professional development can be expected to occur during the duty day. Professional development provided during the duty day will be aligned to the educator professional learning standards and planned by the school leadership team. A member of the leadership team, or designee, will build the course for re- licensure credit. It is also understood that educators have individual needs for their own professional development, including work toward re-licensure. Therefore, the Board and the Association agree that the District shall provide evidence of completion of such professional development, specifically evidence of the number of hours spent in such District, or building, determined professional development. (2022)

Article 13, Teaching and Learning Conditions

A. EDUCATOR DUTY DAY

1. The length of the student school day, a matter of Board policy, is based upon judgment as to the value of time spent in school by the student and is not a negotiable subject. Reasonable notice shall be made by the Board to the Association of any contemplated changes in the length of the student school day. (2022)

2. The educator duty day shall be eight (8) hours per day, inclusive of at least a 30-minute duty-free lunch, inclusive of required school work time prior to the start and after the end of the student school day. The duty day shall be one (1) continuous period of time unless otherwise agreed to by the educator involved. No educator shall be given a non-continuous assignment unless the Association is first notified that the assignment shall or might be made. (2022)

B. CALENDAR & MEETINGS

Long term planning that includes budgeting, staffing and professional learning is essential in creating an environment that supports instructional preparation and should include input from staff. Schools are expected to look for ways to provide instructional preparation time for teachers while recognizing the need to balance instructional preparation and professional development. (2022)

1. Building leadership teams will establish a calendar of dates and times of professional learning sessions to be submitted to the Learning Community Director and the Director of Professional Learning. The calendar will be accessible to all staff within the first month of the school year. Within the first week of school, buildings shall publish an assessment calendar to include dates of the testing windows for all mandated testing. Within a month of the administration of mandated testing, a schedule outlining instructional duties and planning time for educators will be provided. (2022)

2. Any subsequent changes to the meeting calendar based on school-wide data, including but not limited to educator self-assessment and interim assessment data, will be approved by the building's leadership team, and communicated promptly to the entire staff. (2022)

3. It is recognized that certain building meetings are essential, but the frequency and duration of such meetings shall be held to a reasonable minimum. The principal shall determine what meetings are required but shall not require attendance at more than one (1) such

one-hour meeting per school month, which is held contiguous to but outside the hours of the normal educator duty day. Attendance at any additional meetings held pursuant to this Section shall be voluntary on the part of the educator. (2022)

4. In addition to staff meetings, all employees may be required to attend up to a total of four (4) two-hour instructional or informational meetings (including in-service and continuing education workshops, literacy nights, transition) and/or parent- or school-related community meetings, on a school-level or District wide basis, per school year. No meetings pursuant to this Section shall be held before the start or after the end of the school year. No such meetings shall be held on Sundays. Meetings held on Saturdays shall have voluntary attendance. Notwithstanding the foregoing, educator attendance at graduation ceremonies may be made mandatory. If such attendance has been made mandatory, a principal may, upon the request of an educator with a good reason, excuse that educator from attendance. Educators shall be given reasonable written notice of any meetings pursuant to this Section. Attendance at any additional meetings held pursuant to this Section shall be voluntary on the part of the educator. (2022)

5. Building meetings are kept to a minimum and are focused on student achievement and educator effectiveness. (2022)

6. During periods when conferences are held or during testing (e.g., CMAS, SAT/ACT), other meetings are kept to an absolute minimum to reduce the impact on educators' time and ensure that daily instructional planning time is maintained. (2022)

C. CONTACT TIME AND PLAN TIME

1. Incorporating instructional preparation into the daily schedule is a priority (instructional preparation is nonstudent contact time). (2022)

2. Educators may be assigned duties that place them in direct teaching contact with students (referred to herein as "contact time"). The "contact time" may not exceed 30 hours per week including passing time. (2022)

3. Educators at the middle and high school levels shall not be required to have more than an average of five classes per day, averaged over a quarter, unless otherwise agreed to by the educators; provided, however, when block scheduling is used at middle school, the number of classes shall be the hours in the block rather than the number of subjects taught in the block. If block scheduling is used at high school the number of classes shall be the number of subjects taught in the block. (2023)

    a. If a secondary educator agrees to teach an additional class for the entire semester beyond the number stipulated in Section 3 of this article, they will receive compensation in the amount of $5000 per semester on an agreement for services. Educators who agree to teach an additional class after the start of the semester or who do not complete the semester shall receive a prorated amount based on the portion of the semester served. (2026)
    b. If an elementary and/or K-8 educator agrees to exceed the number of hours of contact time per week as stipulated in Section 1 of this article, they will be eligible to enter into an agreement for services with their supervisor. (2022)

4. Educators in elementary schools shall have at least 100 minutes of daily non-contact time

of which at least 60 minutes is provided before and/or after school in blocks no less than 20 minutes in addition to a single block of at least 40 minutes during the student instructional day. By action of the principal in consultation with the school's building council, individual elementary schools may choose alternative blocks of time immediately preceding or following the instructional day. Such time shall be utilized for educator determined planning, preparation, or consultation, including educator determined collaborative plan time. Administrators may require attendance at a meeting or professional learning activity that shall not consume more than 20 percent of any educator's non-contact time per week. Supervision duties shall not exceed 35 minutes per week averaged over the school year. (2026)

5. Educators in K-8 and P-8 schools shall have at least 100 minutes of daily non-contact time of which at least 60 minutes is provided before and/or after school in blocks no less than 20 minutes in addition to a single block of at least 40 minutes during the student instructional day. By action of the principal in consultation with the school's building council, individual schools may choose alternative blocks of time immediately preceding or following the instructional day. Such time shall be utilized for educator determined planning, preparation, or consultation, including educator determined collaborative plan time. Administrators may require attendance at a meeting or professional learning activity that shall not consume more than 20 percent of any educator's non-contact time per week, and supervision duties shall not exceed 35 minutes per week averaged over the school year. (2026)

6. Educators in middle schools shall have at least two blocks of non-contact time daily for a minimum of ten (10) blocks per week. One block shall be immediately preceding or following the instructional day and not less than 40 minutes. The other block of non-contact time shall be equivalent to at least one class period or class block. At minimum, eight (8) non-contact blocks per week shall be educator -determined planning or preparation including educator determined collaborative plan time. Administrators may require attendance at a meeting or professional learning activity or may assign supervision duties for no more than two (2) non-contact blocks per week, one preceding/following the instructional day and one during the instructional day. Supervision duties shall not exceed 35 minutes per week averaged over the school year. (2025)

7. Educators in high schools daily non-contact time is equivalent to two of seven class periods or one block for a maximum of ten (10) class periods or eight (8) blocks a week. At minimum, eight (8) non-contact class periods or four (4) blocks per week shall be educator determined planning or preparation including educator determined collaborative plan time. Administrators may require attendance at a meeting or professional learning activity or may assign supervision duties for no more than two (2) non-contact periods a week. Supervision duties shall not exceed more than 35 minutes per week. (2022)

8. Itinerant educators having assignments at different sites on the same day shall have commensurate non-contact time exclusive of the time it takes to travel from one site to another. (2022)

9. During testing periods, to the extent possible, master schedule modifications may be offered (e.g. double specials, block scheduling) and/or testing teams may be created to provide support to classroom teachers. Educators will continue to have instructional planning time during assessment windows. (2022)

10. Administrators should encourage teachers with personal concerns about instructional

preparation time to bring those concerns to the administrator's attention. (2022)

11. Teachers who feel their concerns cannot be resolved by their administration can present those concerns to AEA/APS leadership. (2022)

D. STUDENT MANAGEMENT AND SAFE KEEPING

The Association and the District recognize that quality education is dependent on the maintenance of a controlled, positive academic atmosphere in the classroom and a safe and orderly condition in non-classroom areas of a school campus wherever students are located during the school day. To this end: (2022)

1. Educators shall make every effort to maintain a productive educational atmosphere during instructional sessions and shall call upon appropriate administrative personnel for assistance when this is not possible; (2022)

2. The administration shall assume the primary responsibility for supervision of students who are not in instructional situations; (2022)

3. Educators shall provide assistance to the administration for the establishment of order in hallways and the lunchroom, until personnel have established the authority needed to carry out their assignments; thereafter, educators shall respond to administration requests for supervision; (2022)

4. As necessary, educators shall be required to supervise students in non-instructional situations. (2022)

E. CLASS SIZE AND COMPOSITION

1. AEA and the Board recognize that class and/or case load size are a factor to student success and have established class and caseload size thresholds. Should any classroom exceed the threshold, a class size review shall be automatically initiated:

    a. Kindergarten and first grade class sizes at or exceeding 22 students shall warrant a review by the educator and principal.
    b. Second and third grade class sizes at or exceeding 25 students shall warrant a review by the educator and principal.
    c. Fourth through eighth grade class sizes at or exceeding 30 students shall warrant a review by the educator and principal.
    d. Ninth through twelfth grade class sizes at or exceeding 32 students shall warrant a review by the educator and principal.
    e. Case load thresholds for ESS classrooms and/or educators are as follows:
        i. Cross Categorical caseloads/class sizes at or exceeding 18 students at elementary and P/K-8 schools and 20 students at middle and high schools shall warrant a review by the educator and principal.
        ii. Specialized Program caseloads/class sizes at or exceeding 10 students shall warrant a review by the educator and principal.

2. The class size/caseload review will be conducted by the school principal and the educator(s) affected who will jointly determine a resolution. The resolution shall be communicated to the Learning Community Director and the Association President or

designee.

3. Should the school principal and educator(s) be unable to reach a resolution, the issue will be referred to the Learning Community Director or designee and Association President or designee, who shall assist in determining a resolution which may include, but not be limited to:
    a. Additional pay
    b. Compensatory plan time
    c. Classroom support professional

F. EDUCATOR NON-CONTACT DAYS

1. Educator workdays are necessary for educators to complete responsibilities of their position. Therefore, such days will be scheduled both at the beginning of, and during the school year.

    a. Schools will schedule at least one (1) full duty day prior to the start of the school year as a non-contact educator workday. This time will be designated for educators to prepare for the start of the school year; no meetings or other events will be scheduled during this time. Any days identified on the calendar as educator workdays shall be educator directed. No required meetings or other events will be scheduled during this time. (2022)
    b. Schools will schedule at least one full duty day at the close of each grading period as a non-contact educator workday. This time will be designated for educators to prepare grade reports and prepare for the next grading period and/or end of the school year. No meetings or other events will be scheduled during this time. When educators' grading periods do not align with the scheduled workdays, these educators will be given the district scheduled end of quarter work day closest to their reporting period as a trade day for 7.5 hours of work spent outside the duty day to complete and finalize mandated reporting requirements. (2022)
    c. Workdays are educator directed. (2022)

G. PROFESSIONAL LEARNING

1. At least annually, building leadership teams will conduct a professional learning needs assessment based on the school's Unified Improvement Plan (UIP) goals, and trends as identified through educators' self-assessments. Educators will work collaboratively with building and District support and in alignment with the building's UIP and the District strategic plan to develop their professional learning schedule. Professional learning planning will include a differentiated approach for educator's interests and/or building needs. Furthermore, in consultation with, and approval by their school leadership, educators may develop an individualized professional learning plan to meet their professional learning needs.

2. Professional Learning Teams
    a. A professional learning team is a continuous goal-driven, student-focused, collaborative effort amongst educators to maximize student learning. Educators meet regularly to collaborate on teaching strategies and solve problems, set common instructional goals, and administer formal and informal common

assessments to determine the level of student learning. Educators on a professional learning team also analyze student work and data, identify what is working and what is not, and set goals for future teaching success. Lastly, all educators are expected to work interdependently and hold each other accountable for monitoring student progress towards meeting identified achievement goals. (2022)

b. Professional learning teams are intended to be educator directed once members of the team and the building administration mutually agree that sufficient capacity in the professional learning process is developed. The work of professional learning teams will be based on student achievement data and student needs. Principals will have conversations with each professional learning team about its capacity to be educator directed by no later than the end of the first quarter and quarterly thereafter until agreement is reached. Professional learning teams will be determined to have reached capacity to be educator directed when they demonstrate the ability to work effectively as a team in analyzing data, making decisions about student needs, and developing strategies to affect student performance. Once professional learning team capacity is developed, administrators and other support personnel (i.e., educator leaders, District coaches, EOSAs, etc.) may continue to participate in the professional learning team process as appropriate. (2022)

H. PARENT/EDUCATOR CONFERENCES

1. Principals at individual schools may, but shall not be required to, schedule up to four (4) evenings per school year for mandatory attendance by educators at additional parent-educator conferences, which conferences shall not exceed three and three-quarter (3 ¾) hours each. If such additional parent-educator conferences are held, for every seven and one-half (7 ½) hours of conference time the principal shall eliminate one (1) educator duty day, which is not also an instructional or student contact day for educators in that building. (2022)

I. FACILITIES AND RESOURCES

1. The Board and the Association recognize that the availability of optimum school facilities and resources for students and educators is desirable to help ensure the high quality of education that is the goal of both the educators and the Board. Therefore: (2022)

   a. The Board shall continue to maintain inventories of teaching materials, textbooks, instructional technology, and supplies, and shall make them available to educators. Every reasonable effort shall be made to have the required instructional materials for new programs on hand before the scheduled date of implementation, or implementation may be postponed until they are available. Materials should be available to the educator at least one semester prior to the date of implementation. When educators are required by the principal or administration to develop curriculum materials in order to meet the requirements of the pacing guide, standards, district expectations, and/or needs of the students, they shall be paid per diem for their time. (2024)
   b. Board policy on the procedure for handling questioned materials shall include an Instructional Materials Review Committee whose membership shall include at least two (2) employees appointed by the Association. (2022)
   c. Facilities shall have adequate workroom space, computers, copy machines and other office machines. Additionally, itinerant educators are provided adequate materials,

workspace/storage, and access to buildings and technologies required to fulfill their duties. The condition of the facilities, including buildings and classrooms, shall be maintained at a level sufficient to ensure the health and safety of the occupants. The work of maintenance employees shall be scheduled where practicable so as not to disrupt classes. (2022)

d. Educators shall be given reasonable access to telephones in each school building to make school business and personal calls. At least one (1) telephone shall be located in some area of the building other than the building administrative and clerical offices, and it either shall be a separate line or shall contain a device that precludes others from listening to the conversation on another extension. (2022)
e. The school mail service shall be provided to every educator in every building. (2022) Each building shall contain an adequate faculty lounge.
f. There shall also be faculty lavatory facilities, separate from student and health office facilities, in every building. (2022)
g. The District shall provide each educator with a convenient, lockable place within the building in which to keep personal items. (2022)
h. Heavy school equipment and materials shall be moved from one (1) location to another by maintenance employees upon the request of an educator, which request shall be made by the educator to the office of the principal. (2022)

J. EDUCATOR ABSENCES

1. Educators who find it necessary to be absent shall report their absences as early as possible to minimize the impact of their absence on building colleagues. The report should be made before the start of their duty day to the District's leave reporting and substitute system either via telephone or the internet and shall also make a building-level report in accordance with uniform procedures established by the principal. (2022)

2. It is recognized that some employees may wish to arrive earlier than their scheduled arrival time or leave later than their scheduled departure time, and the parties agree that employees may do so. An educator may, on occasion, request permission from the principal to leave earlier than the normal departure time, and such request shall be granted if the departure does not interfere with the educator's duties and if a reason for the early departure is given by the educator when the request is made. A principal may, on occasion, request an individual educator to remain later than the normal departure time, and such request shall be granted provided no educator shall be requested to remain late on numerous occasions. (2022)

3. Specialists, itinerant and special education educators shall have adjusted schedules to conform to special situations, but such schedules shall not exceed the teaching duty-day hours or contact time specified in Sections 2 through 5 of this Article. (2022)

K. SUBSTITUTES AND CLASS COVERAGE

1. The District shall continue to make every effort to furnish substitutes for absent educators. Each educator shall prepare and keep available written directions for a substitute. When a substitute is not available and an educator provides coverage, that educator shall be compensated at the rate of $45 per hour. Compensation shall be paid on a pro rata basis when educators substitute for split class coverage. Each building shall design a plan to address the situation in which a classroom educator or specialist is absent, and a substitute is unavailable. The plan shall be published to staff members. The goal of the plan is to share the burden caused by the absence equitably and to maximize student instruction.

The building's Leadership Team shall guide the development and annual review of the plan. The principal shall retain the final responsibility for assigning educators when a substitute is unavailable. Should any educator be required to serve as a substitute more than one time per week, they will be compensated at a premium rate of $65 per hour for subsequent coverage. (2022)

2. In order to maintain adequate coverage for co-taught special education classes, when one co-educator is absent, substitute coverage shall be provided for that educator or the remaining educator shall be compensated at the substitute coverage rate. (2024)

3. In accordance with state law, college and university requirements, a student educator, intern, resident, or other student preparing to enter into the profession may serve as a substitute educator.

L. CLIMATE SURVEYS

1. The principal and building leadership team, in conjunction with staff, will review with staff climate data from a variety of sources including, but not limited to, District employee surveys, student and parent surveys, and the Colorado climate and culture survey when available. Survey data shall be reviewed in a timely manner, but no later than one month after the start of the following school year and shall be used in determining specific strategies for improving the climate and culture within the school. (2022)

M. DUTY FREE LUNCH

1. All educators shall be given a duty-free lunch period of at least 30 minutes. Such time will be exclusive of the time required to supervise students in hall areas or in escorting students to the lunchroom. The lunch period shall, to the extent practical, considering the schedule in that building, begin between the hours of 10:30 a.m. and 1:00 p.m. In individual buildings, the principal may establish a longer lunch period for educators if that is desired by the educators in that building and if such an extension can be accommodated within the schedule in that building and without lengthening the educator duty day. Educators shall be officially unavailable during the duty-free lunch period and the educator shall not be contacted, conferred with or asked to perform duties except in emergency situations. (2022)

2. Educators having assignments at different sites on the same day shall be given a reasonable amount of time to travel from one (1) site to another and shall not be required to use their lunch period for such purpose. The time given shall be determined based upon the distance involved and the method of transportation available to the employee and shall be reasonable under all circumstances. (2022)

Article 14, Teaching Assignments

1. Students are entitled to be taught by employees who are working within their areas of competence. Therefore, except where emergencies dictate otherwise, assignments of educators shall be: (2022)

    a. Within their endorsement areas, or (2022)
    b. Within their major or minor fields of study as defined by their institutional recommendations, or (2022)
    c. Within acceptable fields as defined by accrediting standards, or (2022)

d. Within fields for which they are qualified by recent experience or training. (2022)

2. Principals shall seek faculty input concerning teaching assignments. Principals shall consider such input in accordance with Section 1 of this Article and Sections A.1. and A.4. of Article 19. (2022)

   The Exceptional Student Services administrators in charge of assignments for special education providers shall seek input from the provider whose assignment is being impacted. Administrators shall consider such input in accordance with Section 1 of this Article and Sections A.1., A.2., and A.4. of Article 19. (2022)

3. Employees shall be notified and consulted regarding changes in their assignments as early as circumstances reasonably permit. (2022)

4. At elementary buildings without an assistant principal, one (1) educator may be appointed as teacher-in- charge to perform assigned duties in the absence of the principal. The teacher-in-charge may be relieved of classroom duties when occupying the position of teacher-in-charge for a full day or more. The teacher-in-charge shall be relieved of classroom duties as soon as it is determined that the principal's absence shall exceed five (5) full days. Educators -in-charge not relieved from classroom duties are expected to handle only those matters that require immediate attention. No educator shall be required to accept an appointment as teacher-in-charge. (2022)

Article 15, Exceptional Student Service Providers and Special Service Providers

A. Exceptional Student Services Providers

The Board District and the Association agree that ESS providers must not only provide effective instruction for all students but must also ensure all legal requirements are met for every student in their care. (2022)

1. Caseloads

   a. When building level schedules are developed by the administrator, or their designee, the nature of the students' needs, the number of classes/levels to be taught, and the total caseload assigned will be considered in order to allow the Exceptional Student Services (ESS) provider or Special Service Provider (SSP) (heretofore referred to as "provider(s)") reasonable time to fulfill all the required duties. (2025)
   b. Scheduling Guidelines developed by the Division of Exceptional Student Services, which incorporates input from service providers from relevant disciplines to ensure realistic expectations regarding the time required to fulfill essential job duties, will be distributed and/or made available to principals, supervisors, and providers/ SSP's within the first ten (10) days of the educator contract year. As changes are made to this document, the updated document will be distributed. The Scheduling Guidelines should be seen as recommendations, not restrictive or proscriptive.
   c. Both APS and AEA understand the value of specialized work performed by providers and that workloads irrespective of caseloads can vary. As such, providers who may believe that the size and/or composition of their workload is not in the best interest of the students receiving services are encouraged to meet with their building principal or supervisor. Both providers and supervisors will act in good faith to address, if possible, such concerns within 10 working days.

i. The review may consider the number of students served, nature of students' needs, grade levels of students, building location (as appropriate), para educator(s) or assistant allocations (as appropriate), and/or professional organization recommendations.
ii. In such an event that no resolution can be reached, input shall be sought from the operations director or the relevant director and the Association President or designee

2. Testing

a. When a building must create a schedule for state standardized testing the schedule will take into account the hours of instructional, physical and emotional support required in the IEP of each student and the time their ESS provider will need to fulfill these requirements. (2022)
b. The schedule for ESS/itinerant/non-classroom teaching staff to proctor assessments shall be developed collaboratively between the providers and assessment leader to ensure direct services for students are not impacted or are impacted to the least amount possible. (2022)

3. Training and Support

a. The district ESS department will provide training to all paraprofessionals being placed in center-based programs. The training will take into account the particular skills needed to work with high needs students. (2022)
b. The Division of Human Resources will identify substitutes that are qualified to meet the needs of students when ESS providers are absent. A list will be made available to each ESS provider at the beginning of the year and will be updated as the year progresses. (2022)

Exceptional Student Service providers may enter into an Agreement for Services for up to three (3) days of additional compensation, at per diem, in order to complete legally required paperwork. The time may be distributed in not less than one (1) hour blocks and will be scheduled in collaboration with their immediate supervisor. (2022)

B. Special Service Providers- Non-probationary Status and Due Process Rights

As part of the job requirements, all Special Service Providers (SSP) must hold a license issued by the Colorado Department of Education in their area of expertise. While identified as educators within this agreement, Colorado statute, including the Teacher Employment, Compensation and Dismissal Act does not define Special Services Providers as “teachers,” as such this group of educators are not afforded the same due process rights under State law. (2022)

In recognition of the disparity in due process rights, Special Services Providers shall be provided the following rights under the collective bargaining agreement: (2022)

1. At the start of the 2022-23 school year, Special Services Providers shall be considered or

granted non-probationary status after receiving three consecutive performance ratings of effective or better as measured by the Colorado Model Evaluation System. A Special Services Provider shall lose non-probationary status after receiving two consecutive ratings of either ineffective or partially effective. At the time of the enacting of this provision, any Special Services Provider who has been employed with the district for three or more years and has not received a partially effective or ineffective evaluation the previous three (3) years, shall receive non-probationary status. (2022)

2. No Special Services Provider who has attained non-probationary status will be dismissed from employment without cause and until they have been notified by their supervisor of the grounds for the dismissal and provided an opportunity to respond. (2022)

   If a supervisor decides to proceed with a recommendation for dismissal, the supervisor will provide the educator with written notice of the ground(s) for the recommendation and the SSP may request a pre-dismissal hearing before an administrator in the Division of Human Resources. The employee must request the pre-dismissal hearing within five (5) scheduled working days of the last day of work. (2022)

   a. If the SSP does not request the pre-dismissal hearing within five (5) scheduled working days, the dismissal will be considered final. (2022)
   b. If the SSP makes a timely request for a pre-dismissal hearing, then the Human Resources administrator shall conduct the hearing within ten (10) working days of the receipt of the request for hearing, unless extraordinary circumstances require additional time. (2022)
      i. The Human Resources administrator shall review the supervisor's recommendation in order to determine if there are facts that demonstrate that any of the ground(s) specified in the recommendation for dismissal provided to the SSP are present. The Human Resources administrator shall issue a decision in writing affirming, modifying, or reversing the recommendation for dismissal. The decision shall be rendered within five (5) working days of the hearing, unless extraordinary circumstances require additional time. (2022)
      ii. If the Human Resources administrator affirms the dismissal, the dismissal will be forwarded to the Board of Education for final action. (2022)
      iii. If the employee does not attend the scheduled hearing, the ground(s) specified in the notice of dismissal will be deemed admitted by the employee and the dismissal procedures will be concluded. (2022)

   c. If the Human Resources administrator affirms the dismissal, a non-probationary SSP may request a hearing before an impartial hearing officer (probationary employees are not entitled to the hearing) The non-probationary SSP must request the hearing within ten (10) working days of the decision by the Human Resources administrator. The hearing officer will review the recommendation for dismissal in order to determine if any of the ground(s) provided to the employee are present. The hearing officer will not be a District employee. (2022)

      The following procedures shall apply to the hearing before an impartial hearing officer: (2022)

      i. When a request for a hearing is received, an arbiter shall be selected in the same manner as the mediator is selected in Section 9 of Article 3 of this Agreement. The hearing officer shall arrange the date and time of the

hearing with the SSP and a representative of the District. (2022)

ii. The selected hearing officer shall have the authority to establish hearing dates and to make all the necessary procedural rules. The hearing shall be strictly confined to whether any of the ground(s) specified in the recommendation for dismissal provided to the employee and affirmed by the Human Resources Administrator are present. (2022)

iii. The parties shall exchange exhibits and witness lists at least five (5) working days prior to the commencement of the hearing. (2022)

iv. Pertinent information not privileged under law in the possession of the District shall be made available to the SSP at their request. (2022)

v. The SSP may have representation at the hearing. (2022)

vi. The hearing officer will issue a written recommendation to the Superintendent or designee and the SSP within fifteen (15) working days of the close of the hearing. The hearing officer's recommendation shall set forth detailed, written findings of fact. If the findings of fact demonstrate that any of the ground(s) specified in the notice for dismissal provided to the SSP are present, the hearing officer is without authority to recommend the reversal of the dismissal. If the findings of fact demonstrate that none of the ground(s) specified in the dismissal notice, provided the SSP are present, the hearing officer will have authority to recommend reversing the dismissal. The hearing officer's report shall be advisory only and shall not be binding on the Superintendent or their designee. (2022)

vii. All hearings conducted by the hearing officer shall be confidential. (2022)

viii. The Superintendent or their designee shall act on the hearing officer's report within ten (10) scheduled working days, and their decision shall be final. If the Superintendent or designee does not affirm the dismissal, back pay and associated benefits may be restored, if applicable. (2022)

ix. The District shall pay the cost associated with employment of the hearing officer. The District shall be responsible for its legal costs, and the SSP shall be responsible for paying their legal costs. (2022)

x. An official transcript of the hearing may be made at the request of the District or the SSP, and a copy of any request shall be made available to the hearing officer. The person requesting the transcript shall pay the cost, except, if the other party requests a copy of the transcript, the entire cost of the transcript shall be shared equally by both parties. (2022)

3. An SSP who is incarcerated and unable to work will be placed on leave without pay immediately. (2022)

Article 16, Department and Staffing Chairpersons

A. Department Chairpersons

1. Each instructional department at the secondary level with at least one (1) full-time employee in the department may, but shall not necessarily, have a department chairperson. It is understood that the department chairperson is an educator but is given the additional task of assisting others. While in an advisory role, at no time are department chairpersons considered supervisory staff. Department chairpersons shall be chosen annually by the principal after consultation with the department faculty. (2022)

2. In those departments with seven (7) or more full-time educators, the Chief People

Officer may, but shall not be required to, permit the assignment of both a department chairperson and an assistant department chairperson or two (2) persons to act as co-department chairs. (2022)

3. Department chairpersons and assistant department chairpersons shall receive additional compensation in accordance with Article 11 entitled Compensation. If there are two (2) co- chairpersons, the total pay shown in Section 10 of Article 11 shall be added together and divided equally. (2022)

4. A department chairperson, upon request, shall be entitled to one (1) day or two (2) days release time per school year from regularly assigned duties for the purpose of meeting professional responsibilities as a department chairperson. In determining whether a department chairperson shall be given one (1) day or two (2) days release time, the administration may consider the size of the department and the duties that the department chairperson is expected to perform. (2022)

   The department chairperson functions as an instructional leader and assists with department operations. At the beginning of the year, principals shall meet with the department chairperson(s) and collaboratively determine these responsibilities and duties. In those departments with co- chairpersons, one of them shall be designated by the principal as the primary contact. Duties may include: (2022)

   a. Scheduling and chairing department meetings; (2022)
   b. Meeting with appropriate personnel from the Division of Equity in Learning and/or committees for curriculum development projects; (2022)
   c. Recommending course content changes to the appropriate personnel from the department, the Division of Equity in Learning and the building principal; (2022)
   d. Assisting department educators as necessary; (2022)
   e. Preparing and recommending to the building principal the department's budget; supervision of the department's allocated budget; (2022)
   f. Scheduling and allocating department equipment, materials and supplies. (2022)

B. Staffing chairpersons

1. Each school building with at least one (1) full-time special education employee shall have a staffing chairperson. The staffing chairpersons shall be chosen annually by the principal after consultation with the building special education providers and acceptance of such assignment is voluntary on the part of the educator. In addition to being responsible for the student staffings, the staffing chairperson shall perform duties as defined by the District's Department of Exceptional Student Services and may include coordinating and communicating the building staffing calendar, completing and submitting direct placements, coordinating the providers required to attend staffings, reviewing all completed IEPs as per the ESS quality assurance checklist, submitting all finalized paperwork to the ESS Department, and shall act in accordance with applicable federal and state laws and regulations. Staffing chairpersons are not considered supervisory personnel. (2022)

   a. In those schools which conducted greater than thirty -five (35) staffings

during the previous school year, the Chief People Officer may, but shall not be required to, permit the assignment of both a staffing chairperson and an assistant staffing chairperson. (2022)

b. The staffing chairperson and assistant staffing chairperson shall receive additional compensation in accordance with Article 11, Compensation. (2022)

c. A staffing chairperson, upon request, shall be entitled to one (1) or two (2) days release time per school year from regularly assigned duties for the purpose of meeting professional responsibilities as a staffing chairperson. In determining whether a staffing chairperson shall be given one (1) day or two (2) days release time, the administration may consider the special education caseloads, number of students receiving special education services, current Exceptional Student Services' deadlines, and the duties that the staffing chairperson is expected to perform. (2022)

Article 17, Classified Support Staff

1. Classified support staff shall not be used as an educator of record nor in any manner that violates applicable law. (2022)

Article 18, Educator Transfers

A. General Considerations

1. Transfers shall mean only those changes involving moves from one (1) building (school location) to another. Reassignments to different grade levels or different areas of instruction within a building are not considered transfers. A transfer request shall be either voluntary and initiated by the employee or involuntary as initiated by the District. Return from leave as described in Articles 26, 30, 31, 32 and 33 and recall as described in Article shall not be considered transfers under this Article. (2022)

2. In making transfers of educators, consideration shall be given to the effect on students, the effect on the educational program of the District, the interest of the educators involved, and establishing a balance in the distribution of educators with regard to experience, length of employment in the District, and other significant characteristics such as gender, age and ethnic background. (2022)

3. Prior to filling a vacancy by hiring a new employee under contract (as opposed to using a substitute teacher in the vacancy), notice of that vacancy shall be posted on the District web site. (2022)

4. Educators who desire a change of assignment within a building shall discuss the matter with their principal but shall not submit a transfer request form. Final determination of intra-building assignments or reassignments shall be made by the principal. (2022)

5. Educators who transfer through a voluntary transfer (Section B) or a mutual consent transfer (Section D) may transfer to a school only with consent of the hiring principal and with input from at least two (2) educators employed at the school and chosen by the faculty of educators at the school to represent them in the hiring process. (2022)

6. Educators who have their assignments involuntarily changed after the start of the year will be provided two (2) days to transition into the new assignment.

B. Voluntary Transfers

1. Weekly postings of all known vacancies shall be made available via the District's website. (2022)

2. An educator desiring a transfer to a different school shall complete an online transfer request. The educator may electronically attach relevant documentation such as a resume and/or letters of interest. The current principal will make a reasonable effort to honor the educator's desire to transfer. (2022)

    a. Educators may use the online transfer system to select posted positions by no later than each position's closing date. Only the assignments and/or locations specifically requested online by the educator shall be considered. (2022) b. The educator's principal will be notified via email of the educator's interest in transferring. (2022)

3. New educators shall not be given assignments until all existing educators requesting transfer to a particular open position have been considered by an administrator in the building where the vacancy exists. Administrators shall interview all candidates who have a reasonable chance of being selected for the position; however, an administrator is not required to interview all transfer candidates. (2022)

4. Educator transfer candidates not selected for interviews shall be notified by the Human Resources Office. Educator transfer candidates not selected following interviews shall be notified by the principal or designee within five (5) business days after the job is filled. (2022)

5. Educators, including regular part-time educators, returning from District-approved leave shall have all rights under this Article. (2022)

6. When vacancies occur in District supervisory or administrative positions, such vacancies shall be publicized by posting; provided, however, neither the transfer of an existing employee from one (1) supervisory or administrative position to another, nor the adding or deleting of duties or job titles to or from an existing supervisor or administrator, shall require such posting. When deemed necessary or desirable, interim appointments may be made without posting by the administration, pending the appointment by the Board of a permanent occupant to the position. (2022)

C. Involuntary Transfers

1. Educators shall not be assigned without their consent to any position outside their areas of professional competence. (2022)

2. No educator shall be transferred involuntarily without good cause. Such cause shall be stated in writing at a meeting between the educator involved and the Superintendent, or

the Superintendent's designee, prior to the actual transfer. Good cause includes, but is not limited to, any educator who is displaced as a result of a drop in enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution. (2022)

3. A list of all vacant appropriate positions shall be made available to an involuntary transfer. (2022)

4. If, in the view of the administration, there are two (2) or more assignments or schools appropriate for assignment to educators involved in involuntary transfers, the educators involved may designate an order of preference for up to three (3) positions. The administration shall consider the designation and shall make reasonable effort to place the educator in one of the designated positions. (2022)

5. Involuntary transferred educators shall retain all rights to subsequent voluntary transfer. (2022)

6. When a building must involuntarily transfer an educator due to a drop in enrollment; turnaround; phase-out; reduction in program or reduction in building including closure, consolidation, or reconstitution, the educator chosen for transfer shall be the last non-probationary person hired into the building in the program area being reduced and is deemed effective by the existing evaluation system, unless there is a compelling need in the building to retain the educator. The principal will then consider the next non-probationary educator who was hired last into the building under the same procedure as outlined above. The educator chosen must be transferred under the mutual consent procedures outlined below. (2022)

D. Mutual Consent Transfer Procedures

1. The school District shall immediately provide the educator with a list of all vacant positions for which s/he is qualified, as well as a list of vacancies in any area identified by the school District to be an area of critical need. To secure a mutual consent placement, the educator shall apply and be considered for positions for which s/he is qualified. New educators shall not be given assignments until all existing educators requesting a mutual consent transfer to a particular open position have been considered by an administrator in the building where the vacancy exists. Administrators shall interview all candidates who have a reasonable chance of being selected for the position; however, an administrator is not required to interview all candidates. (2022)

2. A non-probationary educator who does not secure a mutual consent placement by the end of the contract year, shall become a member of a priority hiring pool and will be provided first opportunity to interview for a reasonable number of available positions for which s/he is qualified in the School District. New educators shall not be interviewed until all educators in the priority hiring pool who are qualified for the vacancy have been provided the opportunity to interview for the position by an administrator in the building where the vacancy exists. (2022)

3. The School District has the ability to place the educator in a twelve-month or other limited-

term assignment, substitute assignment or instructional support role during the period in which the educator is attempting to secure an assignment through school-based hiring. (2022)

4. If the educator is unable to secure an assignment at a school of the School District after two (2) hiring cycles, the School District shall place the educator on an unpaid leave of absence until such time the educator is able to secure an assignment. For purposes of this Article, a hiring cycle shall be defined as the period of time commencing on April 1 and concluding on September 1. (2022)

5. If the educator secures a position at a school of the District while placed on unpaid leave, the School District shall reinstate the educator's salary and benefits to the level they would have been had the educator not been placed on unpaid leave. (2022)

E. Staffing New Schools

1. When a new school is opened, it may be necessary to transfer some educators to the new school from one (1) or more existing District schools. Transfer requests to the new school may be initiated by educators or by the administration and shall be based on the factors noted in this Article; if initiated by the administration, they shall be subject to the limitations governing involuntary transfers. (2022)

Article 19, Reduction in Force

1. A reduction in the number of educators in the District shall be in accordance with Colorado statutes in effect when the reduction notice is mailed. As used in this Article, "educator" means any person, including a specialist, as defined in Article 1, of this Agreement. (2022)

2. As used in this Article, "qualified" means that the educator has the appropriate Colorado Department of Education licensure and endorsement or has the proper courses to meet regional or State of Colorado accreditation standards. The educator's qualifications under this Article shall be judged on the transcripts, endorsements and certifications in that educator's file in the Human Resources Office not later than 10 calendar days after the date the reduction notice is mailed to the educator. Later obtained or noted endorsements and certifications and later additions to that educator's transcript shall not be considered in connection with the reduction. (2022)

3. If the Board in its judgment determines that educators should be reduced (cancellation of employment) by reason of financial necessity, declining enrollment or for other reasons justifying a decrease in the number of teaching positions, the District shall institute the procedures set forth in this Article. (2022)

4. The procedures in this Article shall apply to any reduction of a non-probationary educator and to a reduction of a probationary educator either at the semester or at the end of the school year when the probationary educator has not been given a timely notice of nonrenewal of the educator's contract. The provisions of this Article do not apply to the nonrenewal of the contract of a probationary educator in accordance with Colorado statutes then in effect, whether or not said nonrenewal is caused by a reduction in the number of available positions. Likewise, the provisions of this Article do not apply to overages of educators in a building or program area that can be handled under the voluntary or involuntary transfer provisions of this Agreement and that would not result

in the educator in an overage situation being reduced. (2022)

5. Before District representatives recommend a reduction in force, subject to this Article, to the Board, the Association shall be notified of the conditions necessitating the reduction and the needs of the District. If possible, said notification shall be given by November 1 prior to an anticipated semester reduction and by April 15 prior to an anticipated end-of-the-year reduction. With such notification, the Superintendent, or the Superintendent's designee, shall furnish the Association with relevant appropriate data concerning the reduction. Reductions shall only occur at the end of a semester or academic year. (2022)

6. The District shall create a pool of educators, not more than double the number of educators to be reduced, to be considered for reduction in the program area affected by taking the following factors into account: (2022)
   a. Effectiveness, meaning educator performance as determined by the educator performance rating over the previous three (3) evaluation cycles as determined by the District's performance evaluation system. If the educator does not have three (3) years of performance ratings from the District, then the Superintendent or Superintendent's designee shall consider only those available performance ratings. Nothing in this Article requires the consideration of evaluations conducted in other school districts. (2022)
   b. Length of service in the School District. (2022)

After considering the factors above, the Superintendent or Superintendent's designee shall also consider the following factors in recommending an educator for inclusion in the pool for consideration for reduction: (2022)

a. Education, licensing endorsements and other professional qualifications (2022)
b. Probationary and non-probationary status (2022)

The educators to be reduced shall be selected by the District from the pool, taking into account District and building staffing and program needs as approved by the Divisions of Instruction and Human Resources. (2022)

The reduced educators shall be assigned to a vacancy in another program area if the following conditions are met: (2022)

a. The educator files a written request for reassignment with the Division of Human Resources within 10 calendar days after the reduction notice is mailed to the educator; and (2022)
b. The educator is qualified for the position; and (2022)
c. The educator has taught at least one (1) full-time school year or its equivalent in that program area in the last seven (7) years or holds an endorsement on their teaching license issued by the Colorado Department of Education. (2022)

Within 14 calendar days after a reduction notice to which this Article applies is either handed to an educator or mailed by certified mail with return receipt requested, that educator may, in writing, request a review of that action to the Division of Human Resources. If such a request is made, the following procedure shall apply: (2022)

a. The Board and the educator (or the Association, if the educator so desires) shall select an impartial hearing officer from available sources to conduct a hearing. In the event the parties are unable to agree upon a hearing officer, said hearing officer shall be

selected in accordance with Section 9 of Article 3 of this Agreement. When appropriate, more than one case may be heard at the same time. (2022)

b. The request for review must specify the grounds on which it is contended that the reduction decision was improper under this Article. (2022)
c. The hearing officer shall schedule a hearing to be held within 14 calendar days of receiving the educator's request. The educator shall be given at least 7 calendar days' notice of the hearing. (2022)
d. The hearing shall be conducted informally. The hearing officer shall have the authority to make appropriate procedural rules. Educators may represent themselves or be represented by the Association. (2022)

e. The hearing shall be limited to those grounds specified in the request for a hearing and supported by such proof as is offered, provided the hearing officer may, if the hearing officer deems it necessary to determine whether the reduction was conducted in accordance with Colorado law and this Article, consider additional arguments and/or facts. A decision shall be rendered by the hearing officer within 14 calendar days following completion of the hearing. (2022)
f. The hearing officer shall make written findings and recommendations to the Board and the educator. The cost of the hearing shall be borne as specified in Section 12 of Article 3 of this Agreement. (2022)
g. The Board shall take official action on the findings and recommendations of the hearing officer at the next regularly scheduled meeting of the Board, unless the decision is rendered within 10 calendar days prior to said Board meeting, in which event action shall be taken at the next following regular meeting of the Board. (2022)
h. This procedure is the only procedure that may be used to challenge a reduction in force of an educator subject to this Agreement. (2022)

7. Reduced educators who wish to be considered for recall shall provide written notification of that fact to the Division of Human Resources. Such educator shall be placed on a recall list and shall remain on that list for two (2) years after the date of the reduction. If a vacancy occurs in a program area in which an educator on the recall list is qualified, that educator shall be recalled. An educator who is offered recall under this Section shall have seven (7) calendar days from the date the recall notice is either handed to the educator or mailed by certified mail with return receipt requested, to accept or reject the offer. If the offer of recall is not accepted, the educator shall forfeit the right to recall, and the educator's name shall be removed from the recall list. (2022)

8. Educators on the recall list shall, at their request, be called to serve as substitute educators in areas in which they are qualified at substitute pay before any other substitute educators are called. Educators on the recall list shall have the option to remain active participants in the District's medical, group life and dental insurance programs by paying to the District the full cost of any benefit desired. (2022)

Article 20, Conference Release Time

1. The parties agree that professional conferences often provide the impetus for improvement in education through an interchange of ideas and an exposure to new developments. Therefore, it is agreed that $80,000 be set aside each year ($40,000 each semester, with summer development opportunities falling into the second semester) for the purpose of allowing employees to attend selected conferences of this nature. (2023)
2. Employees shall apply to a Professional Growth Committee consisting of four (4)

educators appointed by the Association, three (3) principals and the Director of Professional Learning. The Professional Growth Committee will review all applications for professional growth funds and determine allocations to individual educators. (2023)

3. The Director of Professional Learning, in collaboration with the Professional Growth Committee shall develop fair and equitable procedures for requests that shall include the following minimum guidelines: (2023)

    a. The professional learning activity is designed to accelerate learning for students by enhancing the educator's instructional practices.

    b. The professional learning activity has a beneficial relationship to the applicant's position. (2023)

    c. No more than one-quarter of the money used to pay registrant's expenses shall be appropriated for out-of-state conferences. (2023)

4. An educator may attend only one (1) conference, either in or out of the state per school year. (2022)

5. The $80,000 fund established in this Article shall be used exclusively to pay all expenses (including travel, subsistence and conference registration fees) incurred by employees who attend such conferences and to pay the salary of substitutes for teachers attending such conferences. (2023)

6. Employee meals shall be reimbursed at a per diem rate based on IRS recommendations and at the actual cost for all other travel-related expenses. For those items reimbursed at actual cost, employees must submit itemized receipts to the licensed professional development office upon return from said conference. Employees shall not be reimbursed for those expenses not accompanied by itemized receipts. (2022)

7. Nothing herein shall be construed to prohibit the District from providing additional conference opportunities for employees. When the District wishes to encourage such attendance, it may do so independent of this Article. (2022)

Article 21, Visitation Release Time

1. The Board and the Association agree that it is essential for the improvement of instruction to allow employees opportunities to observe exemplary programs both within and outside the District but within the Denver metropolitan area. (2022)

2. A pool of substitute days, equal to one-third of the licensed employee staff, subject to availability of substitutes and contingent on District budgetary limitations, shall be available for visitation release time each school year for the purpose of observing relevant programs in action. (2022)

3. This visitation shall be planned with the employee's principal in consultation with the educator. The Division of Equity in Learning Licensed Professional Development Office shall have final approval. Among items to be considered in planning shall be support of the District’s strategic plan, the school improvement plan, and the educator’s professional learning goals. (2022)

4. All expenses for substitute coverage shall be borne by the Division of Equity in Learning. (2022)

Article 22, Leaves of Absence – General

1. As used in the following Articles of this Agreement concerning leaves of absence, the term "family" shall mean the educator's spouse, child, father, mother, foster father, foster mother, foster children, stepchildren, domestic partners, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, or a person for whom the educator is responsible for providing or arranging health- or safety-related care. (2024)

2. If an employee is entitled to pay pursuant to more than one (1) provision of this Agreement for time spent on any type of leave permitted in the following Articles of this Agreement, the employee shall not receive more than an amount equivalent to that employee's full pay for any such leave time. (2022)

3. With respect to the following Articles of this Agreement that provide for various kinds of leave with pay: (2022)

    a. For all leaves of 30 days or less and paid leave under Section 6 of this Article of any duration, the educator shall receive the full pay that the educator would have received during that period, including pay for assignments under Appendix B, Appendix C, etc. (2022)

    b. For all paid leave, except paid leave under Section 6 of this Article, of more than 30 days, the educator shall receive pay in accordance with the appropriate salary rate for that educator as set forth on the Educator Salary Schedule, Appendix A, and shall not receive any additional or supplemental types of pay. (2022)

4. When returning from a leave provided for in this Agreement, the employee shall return to the experience step on the educator salary schedule that would have been assigned had the leave not been taken, provided the employee received pay for no less than 90 days in the school year prior to the time the leave commenced. In all other cases, the educator shall, upon return, be placed on the same step the educator was on when the leave commenced. This provision shall in no way act to deny educator s educational- level advancement on the educator salary schedule upon return from a leave. (2022)

5. An employee, while absent on any leave, shall keep the Division of Human Resources notified of the employee's current address. (2022)

6. Full-time educators shall accrue 12 days per contract year that may be used for paid leave under Article 23, bereavement leave under Article 26, and special leave under Article 33. The 12 days shall be earned in equal amounts over nine (9) months starting in August. However, educators in the first year of employment with the District shall be able to take leave, if necessary, prior to accruing the days. (2022)

    a. If, during the course or at the end of a school year, an educator either terminates employment with the District or goes on a leave permitted under Articles 25, 27, 29 (Section 1), 30 or 31, the per diem amount of all used but unearned leave shall be deducted from that educator's final salary check prior to the termination of employment or the commencement of the leave. Within 10 workdays after the educator notifies

Human Resources of intent to go on leave, Human Resources will inform the educator of the amount of used but unearned leave. (2022)

b. The maximum amounts of leave time specified in Articles 26 and 33 shall remain in effect. (2022)
c. The accumulated individual sick-leave days that an educator had at the beginning of the 1982 school year were transferred to the paid-leave days provided for in this Section. (2022)
d. Regular part-time educators shall accrue leave days and be entitled to leave pay at the ratio that their work time bears to full work time. (2022)
e. Unused leave may be accumulated without any maximum. (2022)
f. While on any leave of absence permitted in this Agreement, an educator shall retain but not accrue additional paid-leave time, except as indicated otherwise. All unused paid-leave time shall be eliminated whenever an educator 's employment is terminated, except that an educator with three (3) or more years' service to the District, who resigns and is re-employed within 12 months after resignation, shall have all accrued paid-leave days returned that the educator had prior to resignation. (2022)
g. If, during the first three (3) years of an educator's employment by the District, such educator has less than five (5) days of individual paid leave remaining in the educator's account at the time that a need to use bereavement leave (Article 26) arises, then such educator shall, upon request, be credited with an advance of individual paid-leave time, which advance shall be taken from that educator's account for the next succeeding school year. The advance shall be in an amount not to exceed the number of days necessary to bring the educator's individual paid- leave account to a total of five (5) days at the time of the request and shall be subject to all of the conditions specified in this Article. (2022)

7. Educators shall, prior to termination, be paid for earned but unused leave time in accordance with the provisions of this Section. Only educators with at least 10 years' service as educator s in the District shall be entitled to pay for accumulated leave time. There shall be no pay for the first 30 days of accumulated leave time. Each day in excess of 30 days of accumulated leave shall be paid for at the current rate of .0015 times the educator's annual salary as set forth on the then-current educator salary schedule at the time of termination. (2022)

8. For educators with less than 10 years' service, leave will be eliminated whenever employment is terminated, with the following exceptions:

   a. An employee that has less than 3 years of service at the time of separation and is re-employed within 6 months shall have returned to them all accrued but unused paid leave days the employee had prior to their separation.
   b. An employee that has at least 3 years of service, but less than 10 years of service at the time of separation and is re-employed within 12 months shall have returned to them all accrued but unused paid leave days the employee had prior to their separation. (2022)

9. In addition to the leave granted under this Agreement, the District agrees to provide such leave as is required under the federal Family and Medical Leave Act of 1993, and under Colorado's Healthy Families Workplaces Act of 2021, provided that the District maintains all rights reserved to management under the laws and employees maintain all rights reserved to employees under both laws. (2022)

Article 23, Paid Leave

1. Paid leave of absence is a benefit provided to educators. Use of an educator's paid leave is

based upon the educator's accrued paid sick leave. Paid leave may not be used for travel time out of state for routine medical service. Among the reasons for which paid leave may be used are: (2024)

a. Mental or physical illness, injury, self-isolation due to exposure, symptoms, or health condition that prevents the educator from working; need to obtain medical diagnosis, care or treatment for an illness, injury, or health condition; or needs to obtain preventive medical care; to care for a family member (as defined in Article 22) for the purposes noted above. (2024)
b. When the employee or family member (as defined in Article 22) has been the victim of domestic abuse, sexual assault, or harassment and the leave is to: seek medical attention or recover from a physical or mental illness, injury or health condition due to the violence/assault/harassment; obtain services from a victim services organization; obtain mental health or other counseling; seek relocation due to the violence/harassment/assault; or seek legal services, including preparing or participating in a civil or criminal proceeding; or (2024)
c. When, due to a declared public health emergency (PHE), an educator is unable to work due to a health condition that may increase susceptibility to or risk; a public official has ordered the closure of the employee's place of business or ordered the closure of the school or place of care of the employee's child and the employee needs to be absent from work to care for the employee's child. (2022)
d. The educator needs to care for a family member (as defined in Article 22) whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's (as defined in Article 22) school or place of care; or (2024)
e. The educator needs to evacuate the educator's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the educator's residence. (2024)

2. Any educator taking paid leave may be required by the Chief People Officer or a designee, to verify the reason for absence after 4 consecutive days of using paid leave. This provision does not apply to additional hours granted during a public health emergency per the Healthy Families and Workplaces Act. (2024)

a. During the period of time an educator is using paid leave, the educator may not leave the Denver area except for a medically related reason or bereavement. In such an event, the educator shall give the Human Resources Office advance written notice of leaving the area. (2022)
b. When the compensation provided by the Worker's Compensation Insurance Fund, the District's long term disability insurance, or the PERA disability fund is less than the employee's regular compensation, an employee shall have the option to use a portion of his/her accrued paid leave to supplement the difference. With this option, the compensation received by these entities and the use of the accrued leave shall enable the employee to receive the equivalent of his/her full salary. (2022)

Article 24, Health Leave Bank

1. The Board agrees to continue the Health Leave Bank during the term of this Agreement. (2022)

2. The bank was funded initially by a mandatory contribution from each employee of one (1) day of that employee's individual paid-leave time. For new employees, a mandatory

contribution of one (1) day shall be made by them on the day on which their initial individual paid-leave time is allotted to them. Paid-health-leave days in the bank shall carry over from year to year, and an additional contribution shall not be required until the beginning of the school year after the days in the bank drop below 500, at which time an additional contribution of one (1) day per employee shall be made to replenish the bank's days. (2022)

3. The bank shall be administered by the Health Leave Bank Committee consisting of the Chief People Officer or a designee, and three (3) other members. One (1) member shall be selected by the Chief People Officer and two (2) by the Association. The committee will meet at least once each semester to review all bank requests. (2022)

4. Leave may be requested from the bank for only illness or injury to the employee. The following conditions shall govern the granting of health-leave days from the bank:

    a. Bank days may not be granted until an employee has used all individual paid-leave time. (2022)
    b. Not more than 60 days may be used by one (1) employee in one (1) school year. (2022)
    c. Not more than 60 days may be used by one (1) employee for the same injury or illness. (2022)
    d. Upon approval, a total of three (3) days of unpaid leave shall be assessed to educators per school year, after which health-leave-bank days shall begin. Staff shall not be assessed more than one (1) time in a school year or more than one (1) time for the same injury or illness. Upon the educator's request, these three days of unpaid leave may be spread over two pay periods. (2024)
    e. Since bank days are to be used only for serious illness, injury or disability, medical evidence of such illness, injury or disability shall be required. (2022)
    f. For first year educators, Health Leave Bank hours will automatically be granted to supplement accrued leave until the employee has accrued enough hours to exceed leave hours required under the Healthy Families and Workplaces Act. (2022)
    g. An educator who is receiving compensation benefits from the Colorado Family and Medical Leave Insurance (FAMLI) program shall not receive days from the Health Leave Bank in addition to this benefit. (2024)

5. Decisions of the Health Leave Bank Committee with respect to eligibility for bank-paid health-leave days shall be final and binding and not grievable. (2022)

6. An employee receiving compensation from the State Compensation Insurance Fund, the District's Long-Term Disability Insurance, or the PERA disability fund for a period during which the employee is receiving health-leave days from the bank, and consequently is receiving full pay, shall assign such payments to the District and paid-health-leave days shall be restored to the bank equivalent to the amount of money so assigned. (2022)

Article 25, Parental Leave

1. Any pregnant educator may use their accumulated and earned paid-leave time for such period of time as they are medically disabled from working by reason of their pregnancy. The educator may be required to verify the period of their medical disability by forwarding a medical doctor's statement or certificate to the principal. When accumulated and earned paid-leave days are exhausted, or in the event the educator does not desire to use such

days during their disability period, the educator shall be entitled to take unpaid parental leave in accordance with the provisions of this Article. (2022)

2. A pregnant educator may continue to work so long as their doctor affirms that doing so is not a health risk to them, and physically ~~t~~they can perform the essential functions of ~~t~~their position. No later than the end of their third month of pregnancy, the educator shall advise in writing the principal and the Human Resources Office of their pregnancy and their expected delivery date. Upon receipt of this three (3) month notice, the District shall take steps to advise the educator of the contents of this Article. Thereafter, the educator shall furnish the following additional information in writing to the principal and the Human Resources Office before the end of their sixth month of pregnancy: (2022)

    a. Whether they intend to use their accumulated and earned paid-leave time and, if so, the date on which paid leave is expected to commence and the length of time during which such paid leave is expected to continue; (2022)
    b. Whether, following the exhaustion of any paid leave, they intend to use or not to use unpaid parental leave, in accordance with Section 3 of this Article and, if so, the date upon which they anticipate commencing and ending their parental leave barring unforeseen medical developments; and (2022)
    c. In the case of an employee electing not to use unpaid parental leave under Section 3 of this Article, whether they intend to use or not to use one of the options afforded under Section 4 of this Article and, if so, which one. (2022)

3. Educators shall be entitled to an unpaid leave of no less than one (1) full school year as follows: If the leave commences after the beginning of the school year, the educator shall be entitled to remain on leave for the full school year immediately succeeding the date the educator's leave commenced. (2022)

4. Following the commencement of an educator's parental leave and conditional upon that educator having furnished timely and consistent notice under Section 2 of this Article, the educator shall have the following options: (2022)

    a. If an educator desires and if their medical doctor certifies their medical ability to do so, they may return at any time within 60 contract days following commencement of the leave, provided they notified the Human Resources Office in writing before their leave commenced that they desired to return within the 60 days and set forth the date upon which they would return; provided further, if a school quarter would end more than 60 contract days after commencement of the leave and less than 70 contract days after commencement of that leave, the educator may extend their leave under this Subsection to the end of that school quarter. For leaves under this Subsection, the educator may return to the same position they occupied when they commenced the leave. (2022)
    b. If the educator does not exercise the options in Section 4.a. above, the educator shall be eligible to return to the first vacant position for which the educator is qualified, at any time after the first 60 contract days of the parental leave period, but in any case, the educator shall be returned to a position for which the educator is qualified no later than the beginning of the school year immediately succeeding the date the educator submitted notification of the educator's intent to return. (2022)

5. Employees who become the parent of children by either biological or adoptive means shall be entitled, upon request, to unpaid parental leave as set forth in Sections 3 and 4 of this Article, commencing when the child is born or adopted. Employees who become parents,

including by adoption, and who are eligible under the federal Family and Medical Leave Act of 1993, shall be entitled, upon request, to paid or unpaid leave as outlined in APS policy GDCCF. (2022)

Article 26, Bereavement Leave

1. Employees shall be granted up to five (5) days of paid leave from the educator's accrued paid leave for bereavement. Leave may be utilized for time to grieve, to attend funeral services or a memorial, or to deal with financial and legal matters that arise after the death of a loved one. If the educator does not have sufficient accrued paid leave, the bereavement leave shall be without pay except as delineated in Article 22, Section 6.g. The educator shall use the District leave reporting system to report bereavement leave. (2024)

2. The amount of bereavement leave may be extended by approval of the Chief People Officer if the distance to be traveled is excessive or due to other unusual circumstances. (2022)

Article 27, Workers' Compensation

1. The District pays the applicable premiums to participate in Colorado Workers' Compensation; hence, its educators are covered for occupational injuries and illnesses in accordance with the provisions of Colorado law. (2022)

2. When an educator suffers an occupational injury or illness and is unable to work, as determined by the designated medical provider, the educator is, as established and limited by the provisions of Colorado law, entitled to a portion of the educator's regular teaching salary, up to the maximum allowed wage under the Workers' Compensation Statute. For the first three (3) work days of an educator's disability, or for such longer period of up to 60 work days if the educator is disabled by reason of being physically assaulted while in the performance of duties, the educator shall nevertheless be retained on the educator's full Appendix A salary for those days without being required to use accumulated paid-leave days, provided the educator assigns to the District the workers' compensation monies received for those days. Thereafter, the educator may exercise the option to do either of the following: (2022)

    a. Retain the loss wage compensation received from the workers' compensation plan and not use any of their accrued leave for the time they are absent from work and for which they have received such compensation. If this option is chosen, the employee shall be placed on an unpaid leave of absence. However, the district will continue to make the employer contributions to the employee's district provided benefits (health, dental, life). To maintain coverage under these plans, the employee will make arrangements with the Benefits Office to make the employee monthly contributions.
    b. Retain the workers' compensation loss wage benefits received and use their accrued leave to supplement the workers' compensation benefits to receive their full salary for the period they are unable to work, and for which they have accrued leave available. This applies only to temporary total disability benefits. Under no circumstances shall an employee be allowed to receive more than an amount equal to the employee's pre-injury wage or equivalent when combining the indemnity payment from workers' compensation and the accrued leave. The employee shall be placed on a paid leave of absence and the District shall pay the premiums on the employee's District-sponsored benefits during the time in which they are using accrued leave. If an employee exhausts all accrued leave

and is still unable to work, the employee will default to Option A.

Article 28, Jury Duty and Witness Leave

1. Employees must provide their jury summons or subpoena for a court appearance as notification of jury duty or witness leave to their principal at least two (2) days in advance of the court date. After providing notification to the principal the employee shall use the District leave reporting system to report the jury duty or witness leave. (2022)

2. Employees who are summoned for jury duty shall receive their full pay during their absence but shall assign their jury duty pay, mileage expense excepted, to the District. (2022)

3. Employees who are subpoenaed to appear in court, except where the employee is a plaintiff or where the employee is subpoenaed by the plaintiff in a suit against the District, the Board, a fellow employee, or a District administrator, shall receive full pay during their absence, up to a maximum of two (2) days for any one (1) case, but shall assign any witness fee paid, mileage expense excepted, to the District. (2022)

4. Educators shall report for work before jury duty or court appearance if there are two (2) or more hours of the normal duty day before reasonably having to leave for jury duty or court appearance and shall return to work after being released from jury duty or court appearance if they can reasonably return with two (2) or more hours of the normal duty day remaining after arrival. (2022)

Article 29, Professional Leave

1. Full time educators who have been regular employees of the District for at least six (6) consecutive years may request an unpaid leave of absence for the purpose of pursuing collegiate study in a teaching endorsement area. Such leave shall not exceed one (1) year. (2022)

2. The number of professional leaves throughout the District shall not exceed 0.25 percent of the total number of educators at any one (1) time. Leaves shall commence after the close of the school year and end prior to the beginning of the next school year. The total number of leaves to be granted, and whether specific leave requests shall be granted, shall be at the sole discretion of the Chief People Officer. (2022)

3. Leaves will not be granted unless a qualified replacement educator is appointed. The employee who replaces an educator on leave shall be notified of its temporary nature before acceptance of the appointment. (2022)

4. Prior to December 1, the educator requesting professional leave shall present an application to the Chief People Officer. Qualifying applicants must commit to completing at least 24 semester credits or the equivalent within their endorsement area or for an added endorsement during the one (1) year leave period. Applications forms and procedures shall be posted on the District intranet. All applicants for professional leave shall be notified of the Board's decision by March 1. (2022)

5. Upon return from professional leave, educators shall submit transcripts and/or a new Colorado Department of Education educator's license with the added endorsement to the Chief People Officer verifying that the preapproved collegiate and/or endorsement program was completed. (2022)

6. In accordance with Article 33 Leave Without Pay, upon return from a professional leave, educators may not necessarily return to the same assignments held prior to leave but shall be placed into assignments for which they are qualified. The year during which the educator was on professional leave shall not be counted as a year of teaching experience for purposes of step increases under the educator salary schedule. (2022)

7. Upon return from a professional leave, the educator may not apply for an additional professional leave until the educator has taught for six (6) school years after the earlier professional leave. (2022)

Article 30, Military Leave

1. An employee, who is inducted, enlists, enters or is otherwise ordered into active duty as a member of the armed forces of the United States shall be granted, upon request, a military leave of absence without pay by the Board for such period of service, and shall be reemployed by the Board in accordance with relevant provisions of law. A copy of the employee's orders, notice of induction or other relevant documents shall be presented to the Chief People Officer at the time the request for leave is made. (2022)

2. If an employee who is a member of a Reserve or National Guard unit is required to take annual active duty training during the school year, that employee shall be granted leave for such active duty. The employee may, at his/her option, retain military pay and allowances and be considered on unpaid leave during the employee's active duty period, or the employee may assign his/her military pay and allowances to the District and remain on full salary from the District for the period the employee is on such active duty, up to a maximum of 15 calendar days annually. If a portion of the military leave overlaps with the school year and a vacation period, the employee may assign the portion of his/her military pay and allowances to the District for the period of time which necessitated the leave of absence from his/her employment. Employees taking leave under this Section shall give a copy of their military orders to the Chief People Officer or designee. (2022)

3. In addition, employees who are serving in the armed forces may be entitled to the protection of federal law, such as the Uniformed Services Employment Act of 1994, including the right to re- employment and, in some cases, the retention of benefits based upon length of service that would have been accrued had the employee remained on the job. (2022)

Article 31, Appointive and Elective Leave

1. Employees may request leave without pay to serve in appointive or elective federal, state or local offices. Requests for such leave may be submitted to the Chief People Officer. (2022)

2. If an employee is appointed or elected to a state board or commission that is directly concerned with matters relating to the teaching profession or the state's public schools, that employee may serve without loss of pay, provided the time spent is not more than five (5) days in any school year. Additional time without pay may be granted upon approval by the Chief People Officer. (2022)

3. Employees may be candidates for and serve, if elected, without loss of pay, as city, county or state officials in unpaid or token payment positions provided the time spent does not require a substitute for the employee and is not more than five (5) days in any school year. Additional time without pay may be granted upon application to the Chief People Officer. (2022)

4. Reasonable loss of time shall be permitted to announced candidates for the state legislature, provided such leave does not require a substitute for the employee. If elected, the employee shall request and the Board shall consider a leave of absence without pay for the period of required duty, or the employee shall resign. (2022)

5. Upon return from appointive or elective office leave under this Article, the employee shall be returned to an assignment for which that employee is qualified. (2022)

Article 32, Leave Without Pay

1. After working for a minimum of one pay period, an educator may request a leave of absence without pay by submitting a written request specifying the reason for leave; in extraordinary circumstances, the Chief People Officer or designee may grant an exception to the one month working requirement. A leave of absence without pay may be granted by the Superintendent for a period of up to one (1) calendar month. Leaves for more than one (1) month must be approved by the Board, and generally are not approved for more than one year. (2022)

2. Upon return from a leave without pay under this Article of less than one (1) month, the educator shall be returned to the same assignment held prior to the leave. Upon return from such leave of one (1) month or more, the educator shall be returned to an assignment for which he or she is qualified. (2022)

3. Unless otherwise stated in this agreement, a leave of absence without pay may be granted for an educator to participate in:
    a. A teacher exchange program (2022)
    b. The Peace or Job Corp (2022)
    c. Overseas Department of Defense School (2022)
    d. A corporate internship (2022)
    e. Serve as an officer or staff member of a state or national professional organization (2022)
    f. Work experience necessary to obtain a career and technical credential (2022)

4. An Educator granted leave without pay shall be allowed to hold employment, so long as it is not in any K-12 system unless outlined within this article. (2022)

5. An educator with at least 12 consecutive years of employment in the District shall be entitled to a leave under this Article for the purpose of teaching in an extra-national school system. The educator shall be entitled to a leave of two (2) years if the extra-national school system requires a two-year commitment from the educator. (2022)

6. While an employee is on an unpaid leave of absence approved by the Board of Education, the District shall not pay the premiums on the employee's District-sponsored health, dental and/or life insurance except as required by the Family Medical Leave Act. If an employee wishes to continue such insurance coverage, this may be done at the employee's expense by making the necessary arrangements with the benefits office. (2022)

Article 33, Special Leave

1. Educators shall be granted paid special leave of not more than four (4) duty days per school year if the educator has accrued paid leave at the time such special leave is to be used. Special leave is intended to provide an opportunity for educators to attend to personal matters and may not be used for recreational purposes. An educator may use paid special leave on a day identified by a religious body as a religious holiday. (2023)

2. Special leave requires prior approval from the educator's supervisor. (2022)
   a. For prior approval, educators must submit a special leave request through the District leave reporting system. The request will be reviewed by the principal and either approved or declined based on the guidelines outlined in this Article. No special leave shall be granted on the day before or the day after a holiday or vacation period unless the educator has actually been at work between the holiday or vacation period and the day requested as a special leave day. An educator who takes special leave on an ineligible day without requesting and receiving an exception as allowed below will not be paid for that day. (2022)
   b. An educator wishing to attend the high school or college graduation ceremony of an immediate family member, which is scheduled on a day before or after any holiday or vacation period, may use special leave to do so. (2022)
   c. Educators may not submit special leave requests more than 60 calendar days in advance. (2022)
   d. Prior approval requirements may be waived for emergencies and/or matters beyond the educator's control at the discretion of the Chief People Officer. (2022)
   e. Exceptions for requests for special leave prior to or following a holiday or vacation period may be made by the Director of Total Rewards for special circumstances beyond the educator's control. The request for an exception must be made in advance of the desired special leave date and with proof of the exception. (2022)

3. Not more than 30 educators may be absent due to special leave on the same day. In the event that more than 30 educators request special leave on the same day, the first 30 will be granted leave in chronological order of request. (2022)

Article 34, Medical Examinations

1. The Board may, but need not, require medical examinations from time to time for all or some of its current employees. The examinations shall be given by medical doctors selected by the Board or Board's designee and shall be paid by the Board. (2022)

2. In the event of a medical examination required of a current employee, that employee may, at the employee's own expense, choose a medical doctor, provided that doctor is acceptable to the Board, or Board's designee. The employee shall ask the medical doctor to report the results of the examination on the documentation provided to the employee by the Division of Human Resources. (2022)

3. The Board may, after receiving the examination report from the employee's medical doctor, require an additional examination by a medical doctor selected by the Board or the Board's designee and paid by the Board. (2022)

Article 35, Performance Evaluation

The primary purpose of performance evaluation is to provide meaningful and credible feedback that improves educator performance through observations, instructional dialogue and support. As required under the Teacher Effectiveness Act of 2010, the APS evaluation is aligned to the Colorado model evaluation system. (2022)

A. General Considerations
    1. All educators will be evaluated annually. (2022)

    2. The responsibility for the evaluation of educators rests with their principal(s), immediate supervisors, or the principals' designee as outlined below. (2022)

        a. Section 22-9-106 (4) (a), C.R.S., allows performance evaluations to be conducted by an individual who has completed a training in evaluation skills that has been approved by the Colorado Department of Education (CDE). An educator may fill the role of an evaluator if they are identified as the designee of an individual with a principal or administrator license and have completed the required training. (2022)

        b. Any licensed staff member identified as the principal's designee for the purpose of evaluation must have been identified as effective/meeting standards on their most recent performance evaluation. (2022)

        c. A non-probationary educator who has met standards on their most recent performance evaluation may request a building administrator or administrator's designee to serve as the evaluator. If the educator requests the designee, the educator would not be permitted to select a specific individual. This request will be honored to the extent practicable. Factors taken into consideration when assigning an evaluator will include but not be limited to, the balance of educators assigned to the building administration/designee and content area expertise. (2022)

    3. All formal or informal observations of the work performance of an educator shall be conducted openly and with the knowledge of the educator. There shall be no use of eavesdropping, closed-circuit television, public address or audio systems, or similar devices for surveillance purposes. (2022)

    4. Evaluation of educators shall be based primarily on Professional Practices Standards identified in the Colorado Model Evaluation System providing that such factors are: (2022)

        a. Observed by the evaluator as part of a formal or informal observation; or (2022)
        b. Brought to the attention of the evaluator as a result of a formal or informal observation by another District administrator; or (2022)
        c. Presented by the educator being evaluated as evidence of their instructional practice; or
        d. Substantiated in writing if originating from any other source. (2022)
        e. The individual SLO (Student Learning Objective)/SOO (Student Outcome Objective) is developed and written by the educator, subject to evaluator approval (2025)

    5. Observations made during the coaching process shall not be included in educator

performance evaluations. To ensure that the educator-coach relationship retains the necessary degree of trust and that educators are able to make mistakes and then improve with the help of their coaches, coaching observations must be kept separate from performance evaluations. (2022)

6. The number of times the educator uses the student discipline referral form shall not by itself be used as evidence in an educator's overall evaluation. (2019)

7. Any material deemed by the educator to be of a negative nature and that is to become part of the educator's personnel file may be rebutted by the educator if the educator so desires. Such rebuttal shall be attached to the original material in the educator's file. (2022).

8. Throughout the evaluation process, educators may provide their evaluator with evidence and rationale connecting the evidence to the quality standard. It is not necessary to provide evidence for every element in each of the quality standards. Evidence may include and is not limited to student work; memos, letters, input from parents, students, and peers; student input obtained from standardized surveys; or other indicators of professional practice, including student records and professional educator products. This information will be included in the body of evidence considered by the evaluator in the determination of ratings in the quality standards. Ongoing feedback as it relates to the overall body of evidence will occur throughout the evaluations process. (2022)

9. The District and the Association agree to establish an ongoing collaborative committee charged with reviewing and making recommendations regarding the multiple measures and processes to be used in addressing quality standard 6 of the Colorado Model Evaluations system. (2022)

B. Observations

1. FORMAL
    a. Formal observations consist of a visitation of a class period or a class lesson, meeting or training. The observation should be conducted for an entire class period, lesson, meeting or training, or a minimum of 45 minutes. Probationary educators will be formally observed a minimum of two (2) times per year. Non-probationary educators will be formally observed a minimum of one (1) time per year. (2022)

        i. One of the two formal observations for probationary educators must be conducted in a synchronous learning environment. The second formal observation may be conducted through the use of recording with educator's prior consent and meet the following criteria:

            a. The lesson must be current and would still be subject to the same provisions regarding pre-observation meetings.
            b. Must be for a full lesson.
            c. Must be aligned with the lesson plan provided during the pre-observations meeting, if conducted.

        ii. Non-probationary educators will have their one formal observation conducted in the synchronous learning environment unless the

educator requests and the administrator agrees to the use of a video lesson. The following criteria must be met:

a. The lesson must be current and would still be subject to the same provisions regarding pre-observation meetings.
b. Must be for a full lesson.
c. Must be aligned with the lesson plan provided during the pre-observations meeting, if conducted.

b. Advance notification shall be provided at least two (2) working days before a formal observation, unless the educator otherwise agrees. The notification shall state that the evaluator shall conduct the formal observation during one (1) or two (2) of the classes or periods taught by the educator. The evaluator shall specify two (2) classes or periods on a particular day, at least one (1) of which shall be the subject of the formal observation. At the time of the notification, the evaluator may request that the educator provide the objectives for the lesson or lessons to be observed, in which event the educator shall furnish such objectives to the evaluator not later than the end of the working day immediately preceding the day of the formal observation. In the event the evaluator is unable to attend a previously scheduled formal observation, the evaluator and educator shall confer for the purpose of jointly rescheduling another such formal observation. (2022)

c. If requested by either the observer or the educator at least two (2) working days in advance of the observation date, a pre-observation conference will be held to discuss the learning objectives for the lesson(s) to be observed. (2022)

d. Within five (5) working days of each observation, a conference shall be held between the evaluator and the educator. The focal point of the conference shall be the educator's instructional practice aligned with the professional practices quality standards as defined in the Colorado Model Evaluation System. The evaluator and educator will discuss the observed practices and consider additional evidence to further demonstrate the performance of professional practices. The evaluator and/or educator may determine an additional meeting is necessary to allow the educator to present further evidence as a result of the post observation conference. Except in extenuating circumstances, for example when the absence of the educator or the administrator makes scheduling difficult, observations shall be scheduled to allow the observation conference to be completed before a subsequent observation is initiated. (2022)

e. A minimum of three (3) weeks shall occur between the post observation conference and the next formal observation to allow the educator the opportunity to implement feedback from the evaluator. (2022)

f. Evaluators of probationary educators will conduct a minimum of one (1) formal observation prior to the end of the first semester. Evaluators of non-probationary educators will conduct a minimum of one (1) formal observation prior to the end of January. (2022)

g. Both the observer and the educator shall sign and retain a copy of the formal observation report. (2022)

2. INFORMAL

a. Informal observations (minimum of 10 minutes) of the professional educator occur during day-to-day interactions within the educational setting. Such observations are a natural process, which acknowledges performance beyond that seen in the formal observation. Informal observations will be conducted a minimum of four (4) times per year. (2022)

b. Within two (2) working days of each informal observation, the educator will be provided with documentation which includes the following: date and time of observation, quality standards observed, observations of the evaluator and an opportunity for the educator to provide feedback. If desired the educator may request a meeting to discuss the informal observation and provide additional evidence that supports the educator's instructional practice. (2022)

c. A minimum of one (1) week shall occur between each informal observation to allow the educator the opportunity to implement feedback from the evaluator. (2022)

C. EVALUATION TIMELINES FOR EMPLOYEES HIRED AFTER THE START OF THE SCHOOL YEAR

Hire Date	Required Number of Formal Observations	Mid-Year Evaluation Due Date	Final Evaluation Due Date
Start of school year through mid-November (the 15th or next duty day)	2	Last day of the first semester	Per statute
Mid November (the 15th or next duty day) through end of first semester.	2 First formal observation will occur between 35 – 45 calendar days of hire.	To occur within 45 calendar days of hire	Per statute
Beginning of second semester through last contracted hire date in January.	1 Formal observation will occur between 25 to 35 calendar days of hire.	To occur within 35 calendar days of hire.	Per statute

D. Evaluation Procedures

1. SELF-EVALUATION AND EDUCATOR PROFESSIONAL LEARNING PLAN

    a. As required under the Colorado Model Evaluation System, all educators shall complete a self- evaluation and an educator Professional Learning Plan. The self-evaluation and educator Professional Learning Plan shall be completed within the first 30 days of the educator's work year. All educators shall have the discretion to review the self-evaluation with their evaluator. By no later than the end of the third week of school or no later than three weeks after the educator begins work, supervising administrators must provide at least one hour during an in-service, faculty meeting, or professional development to review the APS evaluation process with all educators and provide an opportunity for educators to begin their self-evaluation and/or professional learning plan. (2022)

    b. The educator will bring their completed self-evaluation to the meeting to be used as their personal reference during the goal-setting discussion. At minimum, the educator will discuss the areas of their self-evaluation in which they wish to seek instructional improvement and set goals that will form the basis for the educator's professional learning plan and determine the strategic focus of evaluation. (2022)

2. MID-YEAR REVIEW

    a. Every educator will meet with their evaluator to review their performance at mid-year. Mid-year reviews for probationary educators will occur by the end of the first semester. Mid-year reviews for non-probationary educators will occur by the end of January. (2022)

    b. Educators may bring evidence that supports their teaching practice as related to the Professional Practices Quality Standards. (2022)

    c. The Mid-Year Review will be documented in writing and will include: observed practice to date as related to the Professional Practices Quality Standards and the educator Professional Learning Plan; areas for improvement; resources to support improvement and an initial effectiveness rating. (2022)

    d. The evaluator shall provide the educator access to the educator's Professional Practices Quality Standards rubric two (2) days prior to the Mid-Year Review meeting in order for the educator to be able to review their current rating and prepare evidence. (2022)

3. END OF YEAR REVIEW AND FINAL RATING

    a. Every educator will meet with their evaluator to conduct an end of year review and determine the final rating on the Professional Practices Quality Standards. The end of year review and final evaluation ratings for educators will occur at least two (2) weeks before the last class day

of the school year. (2022)

b. The end of year review and final rating will be documented in writing (electronically or hard copy). Both the evaluator and educator being evaluated will sign the end of year review and final rating document. Any subsequent changes to the document will occur only after discussion with the educator being evaluated. (2022)

c. The evaluator shall provide the educator access to the educator's Professional Practices Quality Standards Rubric and their tentative end-of-year effectiveness rating five (5) days prior to the End-of-Year Review meeting in order for the educator to prepare for the meeting which may include providing further evidence which may impact the final rating. (2022)

d. As the purpose of performance evaluation is to improve instructional practices, educator will still have the opportunity to ask for further support and/ or additional feedback to continue to improve their instructional practice after the completion of the end of year review. (2022)

e. Both the evaluator and the educator shall have access to a copy of the evaluation. If the educator wishes, the educator may make additional written comments within fifteen (15) working days, which shall be added to the evaluation. (2022)

E. Ineffective Performance

1. If the non-probationary educator's performance is determined to be ineffective, a remediation plan shall be developed in writing using the final ratings, comments and evidence discussed during the end of year review and will identify areas for improvement and resources to support improvement. The evaluator and educator will then collaboratively update the educator professional learning plan to be used for the following school year. (2022)

2. If a probationary educator is to be recommended for nonrenewal, the District shall provide written notification of the fact of such nonrenewal both to the educator and to the Association at least four (4) working days prior to final Board action on such nonrenewal and in no event later than June 1. At the time of such notification, the District shall also advise the educator of the reasons for said nonrenewal (including but not limited to, nonrenewal performance, nonrenewal neutral, non-renewal budget); however, the District shall be under no obligation to provide a copy of said reasons in its notification to the Association. In the case of a dismissal of a probationary or non-probationary educator, regardless of the date, the dismissal shall be conducted in accordance with the procedures set forth in the Colorado Teacher Employment, Compensation, and Dismissal Act of 1990. (2022)

3. Any educator who believes their ineffective rating was the result of improper application of the evaluation procedures set forth in this Article may file a grievance as outlined in Article 44 Grievance Procedure of this agreement. (2022)

F. Evaluation Appeals

1. Per State Statute and Colorado Board of Education rules, the process to appeal a rating of ineffective or partially effective shall only apply to a non-probationary educator after a second consecutive year of such rating. The appeals process shall be limited only to making a determination of whether a rating of ineffective was appropriate. (2022)

2. The appeal process shall adhere to the following principles: (2022)

    a. The appeal process shall be fair and clearly communicated to educators, evaluators, Principals; (2022)

    b. The appeal process shall be aligned with and a component of a larger performance evaluation system; (2022)

    c. The appeal process shall be constructed to produce decisions in a timely and decisive manner (2022)

3. The process by which an appeal is filed shall be voluntary for an educator, and initiated only if they choose. The process permits an educator to file an appeal to a rating of ineffective or partially effective to a review panel, comprised of 3 educators and 3 administrators. The burden is upon the educator to demonstrate that a rating of effective was appropriate. (2022)

4. The appeal process shall begin on the date the educator receives their second consecutive performance evaluation rating of ineffective or partially effective and shall conclude no more than ninety (90) calendar days after they receive the Performance Evaluation Rating. An educator shall file an appeal within fifteen (15) calendar days after receiving their rating. (2022)

5. An educator will receive their rating no earlier than five weeks before the last educator contract day and no later than three weeks before the last educator contract day. (2022)

6. The decision on the appeal must be received on or before the 90th calendar day from when the rating was received. (2022)

7. The hearing will be scheduled no fewer than 30 calendar days after the educator has filed their intent to appeal. (2022)

    a. Upon a reasonable showing of need, an educator may request additional time to prepare for the appeals hearing. The panel shall consider that request so long as the request does not exceed 90 days beyond the date when the educator receives their second consecutive Performance Evaluation Rating of partially effective or ineffective. (2022)

8. An educator is permitted only one appeal for the second consecutive performance evaluation rating of ineffective or partially effective. An educator filing an appeal shall include all grounds for the appeal using a form which has been mutually developed between the District and the Association. The grounds for the appeal shall be viewed in the light most favorable to the moving party. Any grounds not raised at the time the written appeal is filed shall be deemed waived. (2022)

9. The grounds for an appeal shall be limited to the following: (2022)

    a. The evaluator did not follow evaluation procedures that adhere to the requirements of statute and rule and that failure had a material impact on the final Performance Evaluation Rating that was assigned (e.g., an observation was never completed or feedback was never shared with the educator); and/or information on the rubric was inaccurately recorded or applied. (2022)

    b. The data (Quality Standard 6) relied upon for the performance rating was inaccurately attributed to the educator. (2022)

10. Any documents and/or proceedings related to the appeal process shall be confidential. The documents and/ or proceedings for appeal shall only be shared with those who monitor, facilitate and participate in the process, specifically the following: (2022)

    a. The appeals panel/committee,
    b. Evaluator,
    c. Principal,
    d. Superintendent,
    e. Educator
    f. Association Representative
    g. Legal or Advisory Council

11. The superintendent or designee shall be the final decision-making authority in determining an educator's final Performance Evaluation Rating and whether a non-probationary educator shall lose their non-probationary status. The superintendent OR DESIGNEE shall provide a written rationale for their final determination. (2022)

12. The appeal process shall be the final determination in regard to the final Performance Evaluation Rating and loss or retention of non-probationary status. If the appealed rating is upheld the educator will begin the following school year as a probationary employee. (2022)

13. If the superintendent or designee determines that a rating of ineffective or partially effective was not accurate, but there is not sufficient information to assign a rating of effective, the educator shall receive a “no score” and shall not lose their non-probationary status. However, if in the following academic school year that educator receives a final Performance Evaluation Rating of ineffective or partially effective, this rating shall have the consequence of a second consecutive ineffective rating and the educator shall be subject to loss of non-probationary status. This subsequent rating of partially effective or ineffective may be appealed. (2022)

14. The review panel shall advise the superintendent on all matters regarding appeals. The superintendent shall be the final decision-making authority in determining the educator’s final Performance Evaluation. In cases where the committee is unable to arrive at a majority decision, the superintendent shall make the final determination. (2022)

15. The review panel shall be comprised of members that were not directly involved in

the evaluation process for the appealing educator. The superintendent may appoint themselves to the review panel. (2022)

16. Selection and Composition of Panel

    a. Panel members shall be selected and trained in a manner designed to ensure the credibility and expertise of the panel members. The panel shall be comprised of equal numbers of educators and administrators, with no more than six panel member total. The educators on the panel must be current members of the Association. A process shall be developed to ensure continuity of the review panel members. (2022)
    b. Educators on the committee shall be non-probationary and shall have been rated as effective on their most recent evaluation and shall be selected from a list provided by the Association. (2022)
    c. Administrators serving on the panel shall be rated as "effective" on their most recent evaluation, shall be experienced in evaluating instructional practices, shall be familiar with evaluation procedures and processes as outlined in statute as well as the Collective Bargaining Agreement. (2022)
    d. There shall be a pool of individuals (educators and administrators) who are trained to serve on a panel. (2022)
    e. The Association and District shall share all costs associated with training the review panel members. (2022)

17. The appealing educator shall be given the opportunity to address and provide evidence to the review panel in person or in writing. The review panel shall review any written information provided by the appealing educator prior to meeting to render a recommendation. (2022)

18. The appealing educator shall have the right to representation by the Association President or designee. The representative shall not serve on the appeals panel. (2022)

19. The panel is expected to hold a conversation on the evidence submitted. (2022)

20. The review panel may invite the educator or educator's principal to present information in person or in writing, where clarification is necessary; however, the educator and Principal shall have the right of refusal without prejudice. (2022)

21. In order to overturn a rating of ineffective or partially effective, the panel must find that the rating of ineffective or partially effective was inaccurate by majority vote. If the panel is deadlocked on a decision, the superintendent shall serve as the tie breaking vote. Each cluster of votes is expected to provide a summary of the rationale informing their opinion for the superintendent's consideration. (2022)

22. Once the panel arrives at a decision, the panel must prepare and submit its decision and the rationale for its decision to the superintendent. (2022)

Article 36, Employee Personnel Files

1. The official personnel file for an employee shall be the file maintained electronically in and

by the Division of Human Resources. (2022)

2. All personnel records are to be considered confidential and property of the District. Personnel records shall not be open to public inspection and shall not be transmitted to any agency, organization or person other than the employee to whom the record pertains without the written consent of that employee, except for the information below or as permitted or required by law. (2022)

    a. Applications of past or current employees (2022)
    b. Employment agreements (2022)
    c. Any amount of paid benefit provided incident to termination of employment (2022)

    d. Performance ratings except for evaluations of licensed personnel as noted below (2022)
    e. Any compensation including expense allowances and benefits (2022)

3. Evaluations and observations shall not be placed in an employee's file unless the employee has had an opportunity to read and respond to the material as prescribed in the Performance Evaluation Article of this Agreement. (2022)

4. The evaluation report of licensed personnel and all public records used in preparing the evaluation report shall be confidential and available only to those permitted access under state law. (2022)

5. All materials not confidential under law in the employee personnel files shall be available electronically to the employee, within 24 hours of a written request to Human Resources. If paper copies are preferred, they may be made available within 24 hours of a written request to Human Resources at the actual cost of such copying. (2022)

6. Material that is derogatory to an educator's conduct, service, character or personality shall not be placed in an educator's personnel or building file unless the educator is furnished a copy at the time of such placement. The educator shall acknowledge reading such material by signing the actual copy to be filed. Such signature does not indicate agreement with the content of such material. Educators shall have the right to offer written comment or rebuttal to any material in their personnel file and may have such comment or rebuttal attached to the material in the personnel file. (2022)

7. An individual building file for each employee may also be maintained, and each employee shall also have the right to examine that employee's building file and have copies of materials in it made available at the actual cost of such copying. (2022)

8. Confidential references received by the District prior to employment of the employee by the District and District employees' medical records shall be kept in separate files and shall be kept confidential in accordance with applicable law and Board policy. (2022)

9. District employees' home addresses and telephone numbers shall not be released for general public or commercial use. (2022)

Article 37, Discipline

1. Except as set forth in Section 3 of this Article, no employee shall be disciplined or reduced in compensation without just cause and due process.

a. In imposing discipline, the District may consider the employee's past record (including any prior discipline or warnings that have been issued), the seriousness of the offense, and all other relevant information. (2025)
b. Disciplinary action shall be delivered in private and in writing and labeled as such. The reason for the discharge or other disciplinary action of an educator shall be given in writing. (2025)
c. When discipline is imposed, by mutual agreement and with notification to the principal or immediate supervisor, the educator may file a grievance directly at level two of the grievance procedure. Arbitration of discipline matters will be accelerated to the extent possible. (2025)

2. Any employee shall be advised of the right to have a representative of the Association present while being disciplined or while being discharged. Any employee may request an Association representative for any meeting that the employee believes may result in disciplinary action. Such a request shall not have the effect of unreasonably delaying the meeting. (2025)

3. An educator may be placed on administrative leave with pay. In most cases such leave shall be used for the purpose of conducting investigations. Such investigations will be conducted in a timely manner as dictated by the circumstances. The District shall privately inform an educator of the decision to place them on administrative leave, provide the educator with written notification specifying the basis for the leave, and advise the educator of their right to contact the association. Witnesses shall be advised to refrain from discussing the incident with any APS employee outside the investigation team. Upon an educator's request, the administration will provide updates on the status of investigations. (2025)

   a. After a due process meeting and any necessary investigation is complete, the outcome of the investigation will be communicated in writing to the educator. (2025)
   b. The educator shall have the opportunity to attach a written response/rebuttal to the documented concern(s) within 10 working days. (2025)

4. When a person makes a written or verbal complaint against an educator, the principal/supervisor shall promptly notify the educator of the complaint, and the educator shall be given the opportunity to respond. The principal/supervisor shall investigate the complaint and attempt to resolve the complaint. The identity of the complainant shall not be required to be disclosed unless needed to ensure due process. (2025)

5. All educators are authorized to use reasonable and appropriate acts of physical intervention as described in District policy. (2025)

Article 38, Educator Protection

1. The Board recognizes its responsibility to give all reasonable support and assistance to educators with respect to maintenance of control and discipline in the classroom, and the Association recognizes it is the individual educator's responsibility to seek help by immediately bringing to the attention of the principal or supervisor any situation that the educator feels may warrant special assistance such as physical intimidation, repeated verbal abuse, and/or cyber bullying. Such incidents shall be documented by the educator and submitted to the principal, dean/behavior support EOSA, and/or school counselor and the following may occur:

a. Participation in a formal restorative process which includes the student(s), the educator, and a facilitator.
b. When appropriate, the student shall be referred to a mental health professional and/or participate in a universal mental health screening.
c. When appropriate, the incident shall be reported to Risk Management

2. All educators, as soon as practicable, are to report in writing to their principal or supervisor all cases of assault suffered by them in connection with their employment. The report shall be forwarded to the Superintendent, who shall comply with any request from the educator for assistance or information from legal counsel concerning the educator's rights and obligations. The Superintendent shall also act in appropriate ways as liaison among the educator, police and the courts. (2022)

3. During all hours that an educator is on District property and is performing services on behalf of the District, or while performing such services at school-sponsored activities off District property, the educator shall be responsible for the safe conduct of all students who fall within the range of that educator's sight or hearing. In carrying out this responsibility, the educator may use reasonable force to detain or deter the act or acts of one (1) or more students from interfering with the safe conduct of another student or students. (2022)

4. When there is a claim or suit against an educator for injury (death, injury to a person, damage to or loss of property of whatsoever kind, which would be actionable in tort) sustained from an act or omission of such educator occurring during the performance of that educator's duties and within the scope of that educator's employment, except where such act or omission is willful or wanton, the District shall be liable for the costs of the defense of the educator and for the payment of all judgments and settlements of claims against such educator to the extent expressly set forth in the Colorado Governmental Immunity Act, which governs the District's liability. (2022)

5. In the event of any criminal action or charge of a violation of municipal ordinances being brought against an educator that arises out of the educator's performance of that educator's duties as set forth in this Article, the Board shall furnish, upon the written request of the educator, legal counsel selected by the Board to defend the educator. If the educator elects, the educator may be defended by counsel selected and paid by the educator. If the educator is defended by the counsel selected by the Board and is found innocent of any criminal or ordinance violation, the Board shall assume the costs of the legal defense. If the educator is found guilty, the educator shall reimburse the Board for the costs of the legal defense. Should the educator be found guilty and desire to appeal, legal counsel for such appeal shall be selected and paid by the educator. (2022)

6. Educators who use their motor vehicles in the performance of any duties for the District shall carry such insurance on the vehicles as may be required by law and such additional insurance as the educator may desire. The educator's private insurance policy, or the policy on any other vehicle driven by the educator, is the primary coverage. The District carries an auto liability policy providing certain excess liability coverage with respect to the use of such vehicles. (2022)

7. Whenever the administration has knowledge of any contemplated or pending action against an educator arising out of said educator's employment, the subject educator and the Association shall be immediately notified by the educator's immediate supervisor. (2022)

8. The District shall reimburse an educator, at the fair market value, for damage to or destruction of the educator's clothing and other tangible personal property worn or carried by the educator, which clothing or property is damaged or destroyed in the course of the educator's performance of assigned duties and which is not caused by the educator's negligence. (2022)

9. The District shall reimburse an educator, at the fair market value, for damage to or destruction of the educator's other tangible personal property (except vehicles), not caused by the educator's negligence, while on school premises under the following conditions: (2022)
    a. The employee's personal property must be items that are not supplied or provided by the District. (2022)
    b. The principal or immediate supervisor must give prior approval to the usage of the personal property. (2022)
    c. The employee must complete and file with the principal or immediate supervisor a registration form on the personal property being used and covered under this provision. (2022)

10. Nothing in this Article shall prohibit an employee from utilizing personal property not so registered and retaining the liability for the damage to or destruction of that property. (2022)

11. In furtherance of the District's and the Associations' shared goal of promoting an environment which is safe and conducive to teaching and learning, educators shall be provided the "District Philosophy on Student Discipline" and "Shared Responsibilities in Promoting Safe Schools" found in the Safe Schools Policies and Regulations Handbook (SSPRH) within the first ten (10) day of the educator contract year. (2024)

Article 39, Instructional Advisory Meetings

The Association President and Chief Academic Officer will meet monthly to discuss potential and/or in- progress instructional initiatives, interests, and concerns. The purpose of the meeting is to facilitate dialogue between educators and the Division of Equity in Learning to improve the implementation or effectiveness of instructional initiatives. Through these meetings, substantive changes to instructional initiatives may be previewed by practicing educators. (2022)

Article 40, Building Council

1. There shall be in each school building a standing committee, known as the Building Council, to serve as the principal's advisory committee. (2022). The school administration shall determine the number of educators to be on the council in the building, provided there shall be no fewer than one-third of those educators or five (5) of them, whichever of those figures is smaller, and there shall be no more than eight (8) persons on the council. (2022)

    a. Members of the council shall be elected by secret ballot or by a process otherwise agreed to by the Association Representative(s) and building principal prior to the fourth week of school. Educators shall be elected for two-year terms. Terms shall be staggered so that approximately one-half shall be elected each year. At the discretion of the council, a minimum number of one (1) year terms can be utilized

to restore the balance of staggered term expirations. (2022)

b. In those buildings having department chairpersons, if the principal desires, the educators in that building may choose to allow the principal to use the department chairpersons as the Building Council members, in which event the maximum of eight (8) persons on the council shall be waived if there are more than eight (8) department chairpersons. The decision to utilize department chairpersons as the council must be made every two (2) years by a secret ballot election scheduled and conducted as above. (2022)

c. Principals shall meet with their council at least once a month. The council will choose a chairperson at the initial council meeting each school year. The chairperson should be determined by a consensus or by election if consensus is not possible. (2022)

   The purpose of the council shall be to create a productive and healthy building environment. To that end, the council, in cooperation with the building principal, will establish a process through which the entire staff may participate in the development, implementation and enforcement of building procedures, rules, regulations and other matters of concern relative to the proper functioning of the building's educational program, including the building environment. To support Building Councils in this process, the District, and the Association, may provide voluntary training in problem solving techniques and procedures. The training would be offered jointly to both building administration and Association representatives. The training is intended to encourage the use of problem-solving techniques in the operation of Building Councils and/or other applications. While the council may appropriately address communications and building morale concerns, its function is not to address specific conflicts between staff members or personnel issues. (2022)

d. Each Building Council shall, at its discretion, reduce to writing such building procedures, rules and regulations established in accordance with the staff-involvement procedures referred to in Subsection 5 of this Article. Building rules, regulations and procedures shall neither contradict nor supersede the terms of this Agreement, Board policy or the laws of Colorado. (2022)

Article 41, Leadership Teams

1. There shall be a Leadership Team in each school building. (2022)

2. Leadership Teams analyze the instructional and organizational practices of the school and support distributive leadership. Guiding principles of distributive leadership require people to operate in networks of shared and complimentary expertise. Knowledge and practice are stretched across roles to address the learning needs of adults and students and to increase student achievement. (2022)

3. Building Leadership Teams shall include principals, interested educators, and may include District instructional experts for the given issues addressed by the team. Annually, by the end of the fourth week of school, the principal will ensure that all school staff are made aware of the opportunity to serve on the Leadership Team and encouraged to participate. Grade levels, specialists, and/or departments will recommend to the principal a list of individuals interested in serving. Membership will be confirmed annually, but participants may change throughout the year as determined by the group's topics, and subgroups may work on specific tasks. The composition of Leadership Teams is intended to be inclusive and flexible enough for buildings to define their teams to meet needs and provide opportunity to build leadership capacity. Excluding the Building Council, Leadership

Teams may replace existing decision-making groups. (2022)

4. Communication with building educators is key to Leadership Teams. The principal will ensure that the following are communicated to all staff: (2022)

    a. Leadership Team membership (2022)
    b. Time and location of meetings (2022)
    c. Agendas, published prior to meetings, which outline topics being addressed (2022)
    d. Minutes, published after meetings in a timely manner, which outline progress (2022)
    e. Procedures for educator input to Leadership Team (2022)

5. Leadership Team key responsibilities may include: (2022)
    a. Support the goals of the District strategic plan (2022)

    b. Distribute leadership opportunities and responsibilities beyond the administration (2022)
    c. Empower educators as leaders in instruction (2022)
    d. Report strengths and challenges to the faculty, particularly in literacy and math 2022)
    e. Establish the Unified Improvement Plan (2022)
    f. Monitor the implementation of the Unified Improvement Plan and modify as necessary (2022)
    g. Monitor the effective and efficient use of time (2022)

Article 42, Admission to School Activities

1. Each educator shall be provided with an identification card on a standard form. It is understood and agreed that the identification card is personal and under no circumstances shall the educator loan or otherwise give possession of the card to any other person. If a card is lost, the educator shall immediately notify the Human Resources Office. (2022)

2. Upon presentation of the identification card, educators and their immediate family members shall be admitted free of charge to activities of the District held within the District in accordance with the provisions and limitations of this Article, provided such free admission shall not be granted for activities held outside the Aurora Public Schools, even though Aurora students may be participating in such activities, nor for playoffs scheduled in the District by the Colorado High School Activities Association. For those activities where reserved seating is utilized, free admission shall not entitle the educator to a reserved seat unless the educator pays the difference between a general admission and reserved-seat admission. For purposes of this Article, immediate family member shall be defined as the employee's spouse, domestic partner or partner in a civil union and the employee's dependent(s). (2022)

3. Whenever it appears to the administration that an activity shall or reasonably may involve a capacity or overcapacity crowd, the educator may be required to make known the intention to attend a reasonable amount of time in advance of the activity and secure an advance reservation or admission ticket. (2022)

4. Whether the activity shall or may involve a capacity crowd, an educator shall be entitled

to free admission to any activity held at the school at which the educator teaches or held at another school if students taught by that educator are participating in that activity. As to other educators, if the activity shall or may involve capacity crowds, the administration may limit free educator admissions to a reasonable number on a first-come, first-served basis. In determining the number of such free admissions, the administration may consider such factors as the anticipated student and parent demand for admission and whether paid admissions are relied upon to partially sustain the activity, such as is the case in the presentation of musical and dramatic performances at the secondary level. (2022)

5. Free admission shall not be granted to any activity sponsored by a student organization as a fund- raising endeavor. (2022)

Article 43, Grievance Procedure

1. As used in this Article, the following terms shall have the following meaning: (2022)

    a. A "grievance" shall be a complaint by the Association that there has been an alleged violation, misinterpretation or inequitable application of any of the provisions of this Agreement. The term grievance shall not apply to any matter where the method of review or the procedure is prescribed by law, or where the Board is without authority to act. If any educator is disciplined for a claimed violation of the Board policy or the administrative regulation on either Communicable Diseases or Staff Ethics/Conflict of Interest, a grievance may be filed contesting that discipline or the process used resulting in such discipline. (2022)
    b. A "grievant" shall be the member(s) of the bargaining unit for whom the Association has filed the written statement. Association grievances, grievances where the grievant have more than one (1) principal or immediate supervisor or grievances where the principal or immediate supervisor does not have the authority to resolve the grievance shall be filed initially at Step 2 of this procedure. (2022)

2. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to grievances. It is, therefore, agreed that all grievances shall be resolved as outlined below. Both parties agree that grievance proceedings shall be kept confidential at each level. (2022)

3. It is recognized that nothing contained in this Article shall be construed as limiting the right of any educator, group of educators or the Association, from informally discussing a grievance with any appropriate member of the administration and having the grievance adjusted in that manner, provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall be informed and have the opportunity to be present and state its views at any step of the grievance procedure or during any discussions held pursuant to the provisions of this Section. (2022)

    Since it is important that grievances be processed as rapidly as possible, the number of days specified at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended or shortened by mutual agreement of the parties to this Agreement. (2022)

4. If a grievance is filed that might not be finally resolved at Step 3 under the time limits set

forth herein, prior to the end of the school year, and that, if left unresolved until the beginning of the following school year, could result in harm to the grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be concluded prior to the end of the school year or as soon thereafter as is reasonably practicable. (2022)

5. The following shall govern the processing of all grievances:

    a. No grievance shall be valid unless it is submitted at Step 1 of the grievance procedure within 30 calendar days after the grievant knew, or should have known, of the circumstances on which the grievance is based, except that any alleged violative practice that is continued beyond the 30-day period shall continue to be subject to the grievance procedure. (2022)
    b. It is agreed that if a grievant and/or the Association fails to meet the deadline for submission of the grievance to the next step, the grievance shall be considered settled adversely to grievant. If the question of arbitrability or timeliness is contested at any level of the grievance procedure, the questions and the grievance shall be submitted immediately to Step 3 of this procedure. (2022)
    c. If a principal, supervisor or administrator should not answer the grievance within the time limits specified herein, the grievance is advanced to the next step of the procedure without further action by the grievant or the Association, unless the complaint is withdrawn, in writing, by the grievant. (2022)
    d. When multiple educators file a grievance that arises from the same set of circumstances, the Association and the District may mutually agree to waive step one of the grievance process. The association may submit a single grievance representing all educators involved and the subsequent resolution shall be applied to the group of educators. (2023)

6. The steps for processing grievances shall be: (2022)

    a. Preliminary Step. The grievant may discuss the matter with the principal or immediate supervisor with the objective of resolving the matter informally. The grievant may, as an option, discuss the matter either alone or accompanied by an Association representative. If a grievant request an informal discussion concerning a potential grievance, such request shall be granted within five (5) working days of the request or the grievance may be filed at Step 1. (2022)

    b. Step 1. The grievant shall reduce the grievance to writing and file it with the principal or immediate supervisor and shall send a copy thereof to the Association and Human Resources. The principal or immediate supervisor shall give a written decision within seven (7) working days after the grievance is received by the principal or immediate supervisor and Human Resources. (2022)

    c. Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievant and/or the Association may appeal to a Human Resources Director, within seven (7) working days after receipt of the written decision of the principal or supervisor. The appeal shall be in writing and shall specify which parts, if any, of the original grievance were satisfactorily resolved, or modified by the Step 1 decision. A Human Resources Director shall meet with the grievant and/or the Association representative within seven (7) working days after receipt of the written appeal from Step 1. The Human Resources Director shall give a written decision within 10 working days after the close of the meeting. (2022)

d. Step 3. If the grievance is not satisfactorily resolved at Step 2, the parties agree to participate in nonbinding arbitration of the dispute upon the written demand of the Association. Such demand shall be postmarked or hand-delivered within 15 working days after receipt by the Association of the Step 2 decision. The arbitrator shall be selected in the same manner as the mediator is selected in Section 9 of Article 3 of this Agreement. (2022)

   The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement. Likewise, the arbitrator shall have no authority to render a decision on any issue other than interpretation or application of this Agreement. If a case is taken to arbitration that the arbitrator concludes involves an issue on which the arbitrator has no right to render a decision by reason of the foregoing, the arbitrator shall refer the case back to the parties without decision. The parties agree to give good-faith consideration to the recommendations of the arbitrator, but such recommendations shall in no way be binding on either party but shall be advisory only. The expense of the arbitrator shall be borne equally by the Board and the Association. If either party desires a transcript of the arbitration hearing, the cost of such transcript shall be paid or shared as is provided in Section 12 of Article 3. (2022)

7. The Board shall take official action on the decision of the arbitrator at the next regularly scheduled meeting of the Board, unless the decision is rendered within 10 working days prior to said Board meeting, in which event action shall be taken at the next following regular meeting of the Board. (2022)

Article 44, Pilot Schools

The Association and the Board support the establishment of pilot schools in APS. The purpose of establishing pilot schools is to provide additional models of educational excellence that will help to foster innovation throughout APS. Pilot schools must reflect the four (4) essential features of 1) small size, 2) accountability, 3) governing autonomy, and 4) equity. The pilot schools model of educator empowerment, parent engagement, and student achievement is a voluntary model that brings decision making and accountability closest to those who directly engage students in the school. The parties hope to encourage creativity and innovation among school staff and community members and thereby improve student performance. The Association and Board agree that bargaining unit employees in pilot schools shall be governed as follows. (2022)

1. Scope: During the term of this contract, the parties agree to the goal of a maximum of eight (8) pilot schools by 2022. (2022)

   New pilot schools may result from conversions (including creation of a separate school within the same facility) and newly created schools. (2022)

2. Association Responsibilities and Participation: Pilot school staff are expected to participate in the ongoing activities of the Association, including election of an AEA building representative who will be responsible for conducting the following: (1) Association elections; (2) elections to convert a traditional school to a pilot school; (3) elections to approve the annual Election to Work Agreement and (4) elections of educators to the governing board. Pilot schools are expected to maintain AEA membership levels similar to the District-wide percentage of Association membership. The Association shall be responsible for Association member recruitment and retention efforts within pilot schools to ensure Association responsibilities are met at each site. Meeting time will be provided

at each site for Association leadership to fulfill this responsibility. The Association President will assign Association members to serve on the Joint Steering Committee. (2022)

3. Status of APS Employees Who Work in Pilot Schools: All AEA bargaining unit members who elect to work in pilot schools shall maintain their full status as members of the AEA bargaining unit and as employees of the District. (2022)

    a. These employees shall continue to receive, at a minimum, their salary and all benefits (including but not limited to all leave and insurance benefits) set forth in the Collective Bargaining Agreement between the District and AEA, as well as all PERA benefits. (2022)
    b. These employees shall continue to be subject to the rights, protections, obligations, and duties applicable to licensed employees under Colorado law, including, but not limited to, membership in the Public Employee Retirement Association. (2022)
    c. These employees shall continue to accrue seniority as provided in the Collective Bargaining Agreement. (2022)
    d. These employees shall continue to attain and maintain status as set forth in Colorado law and the Collective Bargaining Agreement (e.g., temporary, probationary, non- probationary, etc.). (2022)

4. Working Conditions in Pilot Schools: All employees shall work in pilot schools on a voluntary basis. Such employees may request a voluntary transfer to another District school by March 1, and if such request is made by a non- probationary educator, it shall be granted. If an educator is released involuntarily from a pilot school during the term of this agreement, the educator shall be transferred to a vacancy for which that educator is qualified. “Good cause” under Article 19, Section C of the Collective Bargaining Agreement shall be deemed to be established in cases of involuntary transfers from pilot schools. In addition, “good cause” must also be established as it relates to the functioning of a pilot school, including, but not limited to, not aligning with the school’s vision and mission or not supporting the work and/or purpose of pilot school operations. (2022)

    Educators at pilot schools shall retain all the rights under Article 19 (Educator Transfers) to which educators in traditional schools are entitled. In addition, educators who transfer voluntarily from pilot schools by March 1 shall have the rights outlined in Article 19, Section C, paragraphs 3 & 4 (rights which are ordinarily reserved for involuntary transfers). Also, educators who are transferred involuntarily shall have the rights outlined in Article 19, Section B, paragraphs 1 through 6 (rights which are ordinarily reserved for voluntary transfers). (2022)

    Notwithstanding any indication in the foregoing paragraphs to the contrary, probationary educators in pilot schools may be non-renewed according to the same timelines and processes as educators in traditional schools, and in such cases, they will not have the guarantee of another position in a traditional District school by reason of submitting a transfer request. (2022)

    Pilot schools shall continue to follow state and federal laws and regulations but shall still strive for a model of collaboration and shared decision-making at the school site, embodying freedoms from locally imposed constraints. To that end, pilot schools shall be exempt from all Board rules and District policies recommended by the Joint Steering Committee and approved by the Board of Education *Note:* BOE must approve waiver

from District policy – some policies (like child abuse, sexual harassment, pay for administrator and classified employee etc.) will apply, unless waived by the Joint Steering Committee and approved by the Board of Education, and shall likewise be exempt from the provisions of the Collective Bargaining Agreement specified below. A non-probationary educator may not be dismissed as a result of the existence of pilot schools. (2022)

a. As expressly set forth below, most of the provisions of the Collective Bargaining Agreement shall remain in full force and effect in pilot schools at all times during this agreement. The following cannot be waived or in any way modified by the governing board of a pilot school and shall continue to apply with full force to unit members who work in pilot schools. With the following exceptions, all articles shall apply in their entirety. (2022)

    i. The following articles shall apply to the extent specified below: (2022)
        a) <u>Article 11 – Compensation</u>
            1) Section 1, the third sentence shall not apply.
            2) Section 3 shall not apply.
            3) Sections 9 and 10, as they relate to pay for Appendix B and C assignments, shall apply with the understanding that the educator's assignment at the pilot school must be substantially the same as that in other District schools to receive the pay.
            4) Sections 22, 23, 24 and 25 shall not apply.
        b) Article 13 – Duty Free Lunch will apply.
        c) Article 13 – Teaching & Learning Conditions, only Section G Miscellaneous, number 1 will apply.
        d) Article 14 – Teaching Assignments, only Section 1 will apply.
        e) Article 17 – Department Chairpersons, only Sections 1, 3 and 5 will apply.
        f) Article 18 – Educator Transfers, Section E Staffing New Schools does not apply.
        g) Article 36 – Performance Evaluation, this article will apply with the understanding that a pilot school could establish additional evaluative processes as long as they are in addition to the District-approved evaluation.

    ii. The following articles shall not apply: (2022)
        a) Article 17, Classified Support Staff
        b) Article 39, Instructional Advisory Meetings
        c) Article 40, Building Council
        d) Article 41, Leadership Teams

b. The articles that remain in effect shall continue to be subject to the grievance provisions of the Collective Bargaining Agreement. All other matters shall not be subject to the contractual grievance provisions and, instead, are subject to review exclusively through the Internal Appeals Process set forth below. (2022)
c. The provisions of this pilot schools agreement are not intended to narrow or expand the rights of the District or AEA to be less or greater than that provided by law, except as specifically set forth in this Article. If there is a conflict between a specific provision of this Article and legal requirements, all other non-conflicting sections of

this Article shall remain in full force and effect. (2022)

5. Work Year, Workday
    a. The matters set forth in the Section "Working Conditions in Pilot Schools" above shall be reduced to writing in an "Election to Work Agreement" that shall be provided to each pilot school employee at the inception of his/her employment at the pilot school and no later than March 1 annually thereafter. All employees are required to sign this document as a condition of working or continuing to work at the pilot school and once signed, these documents must be submitted to Human Resources. This document shall also include the following information: (2022)

        i. The length of the instructional day, school day and workday. (2022)
        ii. The length of the instructional year and work year and school calendars. (2022)
        iii. The amount of time an employee is required to render service beyond the instructional/school/work year or day set forth in the Collective Bargaining Agreement. (2022) Any additional required duty time, such as during summers, school breaks, etc. (2022)
        iv. Any additional educator evaluation measure that enhances the effectiveness of the pilot school. (2022)
        v. The Internal Appeals Process as outlined in Section J, item 7, or the alternate agreed upon Internal Appeal Process. (2022)

    b. Each school must have a governing board. The governing board creates its own governance structure using shared decision-making. The governing board shall establish a process for determining the length of the unit member work year, the length of the instructional and duty day, the school calendar, the amount of professional development to be provided in and outside of school, and summer work. (2022)
    c. Notwithstanding the provisions of this Section, pilot schools shall, at a minimum, provide at least the number of student instructional hours and the amount of instructional minutes as other District schools at the same level. (2022)
    d. Bargaining unit employees at pilot schools shall have, at a minimum, employee contract hours which are equal to the minimum number of yearly duty contract hours required by the Collective Bargaining Agreement (1,496 hours for continuing educators and 1,520 for new educators). (2022)
    e. The parties agree that the Election to Work Agreement (including length of work year, length of work day, professional development time in and out of school, summer work), shall be created by a process designated by the governing board and shall be given to affected staff no later than February 1 of the current school year. (This deadline is waived the year before the pilot school opens). All AEA bargaining unit staff members who work 50% or more of their assignment at the site shall have the right to vote. The Annual Election-to-Work Agreement must be approved by a 66 2/3% secret ballot vote of all AEA bargaining unit staff at that site. If it is not approved, it shall be sent back to the governing board for possible revision. This election is to be run by the AEA Association representative. If the Election to Work Agreement for an upcoming school year has not been approved by March 1 the previous year's Election to Work Agreement shall remain in place. (2022)
    f. All licensed staff members who work 50% or more of their assignment at the site shall have the right to vote on the decision to convert. The conversion vote must be approved by a 66 2/3% secret ballot vote. (2022)

6. Governance of Pilot Schools
    a. Each pilot school shall be governed by a governing board, consisting of a minimum of 10 members, the composition of which shall be as follows. Preferably, the governing board will have a minimum of 10 members, representing the following stakeholder groups. Pilot schools will make efforts to assemble these representatives as a governing board. The District and the Association will be requested to assist in achieving the composition of the governing board as stated. Substitutes may be permissible if efforts fail in this intervention. (2022)
        i. The principal; (2022)
        ii. Four (4) educators who are AEA members, elected by all members of the site's bargaining unit; one (1) of the AEA educator representatives will be the building Association Representative; to be eligible for service, educators must be AEA members at the time of the election and must maintain membership during their term of service; (2022)
        iii. At least one (1) classified representative chosen by his/her peers; (2022)
        iv. A minimum of three (3) parents selected by parents, and; (2022)
        v. At least one (1) non-parent community member selected by the governing board. (2022)
        vi. If the governing board grows beyond 10, one-third (1/3) will be AEA members. (2022)

7. Establishment of Pilot Schools
    a. Establishment of pilot schools shall be accomplished through an RFP process. (2022)
        i. The RFP process will be developed by APS and AEA and administered by the Joint Steering Committee, the composition and operation of which are set forth below. (2022)
        ii. Completed RFPs will be reviewed by the Joint Steering Committee, which shall thereafter determine which proposals are recommended to the Board of Education for approval. A 66 2/3% affirmative vote is necessary to recommend approval to the Board of Education. (2022)
        iii. No pilot school shall be established without the approval of the steering committee and the APS School Board as set forth herein. (2022)

    b. Modification of RFP: Any substantive modification to the terms and conditions of the approved RFP shall be valid only if approved through the process set forth in Section 1, B and C above. (2022)

8. Pilot Schools Joint Steering Committee
    a. This committee is charged with reviewing and recommending approval to the Board of Education of all initial RFPs to establish pilot schools, and all proposals to later modify initial RFPs. (2022) The committee shall be comprised of representatives from the following organizations: (2022)
        i. The AEA President (or designee); (2022)
        ii. The UniServ Director (or designee); (2022)
        iii. The superintendent (or designee); (2022)
        iv. A District level representative from the Division of Instruction; (2022)
        v. Three (3) educators selected by the AEA; (2022)
        vi. Three (3) administrators selected by the School Executives of Aurora; (2022)
        vii. A parent chosen by the District Accountability Advisory Committee and;

(2022)

viii. One (1) classified representative selected by the Classified Employment Council. (2022)

9. Funding of Pilot Schools
    a. Pilot schools shall be funded through a lump sum per-pupil budget, as well as central and local discretionary services. (2022)

10. Internal Appeals Process
    a. The governing board of each pilot school shall develop an Internal Appeals Process ("IAP") which may be utilized by bargaining unit members at pilot schools to address concerns which are capable of being addressed under the terms of the IAP. (2022)

       A complaint under the IAP is limited to allegations that the written terms and conditions governing the pilot school as specifically set forth in the RFP and/or written decisions of the local governing board have been violated or misapplied. (2022)
    b. Each pilot school's IAP must be submitted to the steering committee for approval. (2022)
    c. If a pilot school cannot agree on an IAP, the process set forth in Section 7 below shall be deemed to be the IAP at that school. Such IAP shall also apply if the steering committee rejects a locally developed IAP and the pilot school does not agree to a revised procedure, or if the steering committee rejects a revised procedure. (2022)
    d. Every pilot school employee shall receive a written copy of the IAP. (2022)
    e. Every locally developed IAP shall provide that if a complaint cannot be satisfactorily resolved at the pilot school level, a final decision will be made jointly by the superintendent of schools/designee and the President of AEA/designee. (2022)
    f. This IAP shall be used at pilot schools only under the circumstances stated in Section 4 above. A "complaint" for purposes of this IAP is defined as set forth in Section 2 above. A "day", for purposes of the timelines of this IAP is defined as any day of the calendar year except Saturdays, Sundays, legal or school holidays. The time limits of this IAP are intentionally expedited to achieve early resolution and are expected to be adhered to by all parties. Time limits may be extended or waived, but only by mutual written agreement. (2022)
    g. The steps of this IAP are as follows:

        i. Informal meeting between the grievant and school leader: Within five (5) days after the aggrieved employee became aware (or should have become aware) of the occurrence of the event(s) upon which the grievance complaint is based, the aggrieved employee must request an informal meeting with the school leader (and the department chair if the matter involves the department chair), to discuss the matter and attempt in good faith to resolve it. That meeting shall be conducted within five (5) days of the request (2022)
        ii. Second meeting, with Association Representative included: If the dispute has not been resolved within five (5) days of the above-described informal meeting, the employee shall have up to an additional five (5) days in which to request a second meeting, this one to include the persons from the informal meeting, and also the Association Representative for the site, and may also include a designee of the school leader. The purpose of this meeting is for the school leader and the Association Representative to

attempt in good faith to resolve the dispute. This meeting shall be conducted within five (5) days of the request. If the matter is not resolved within five (5) days of the second meeting, then this step is deemed completed. Provided, however that if the Association Representative may be personally affected by the outcome, and there is no designated co-representative, the matter shall automatically proceed to the next step. (2022)

iii. Third meeting: governing board: If the dispute has not been resolved within five (5) days of the above-described second meeting, the employee shall have up to an additional five (5) days in which to request a meeting with the governing board. This meeting shall be conducted within five (5) days of the request. If the dispute has not been resolved within five (5) days of this meeting, the employee may submit the claim to the superintendent and AEA President as outlined in Section 6 above. (2022)

11. Evidence of Improved Student Achievement
    a. Each pilot school has three (3) years to meet or exceed the academic achievement of schools within the District with similar student demographics as identified by their "like-school" group. The School Quality Review will take place in the fall following three (3) full years of operation as a pilot school as outlined in the pilot school manual. Pilot schools can receive extensions of achievement timelines upon recommendation from the Joint Steering Committee and approval by the Board of Education. (2022)

Article 45, Innovation Schools

1. This contract shall be subject to contractual obligations set forth in C.R.S. § 22-32.5-109(1)(a).

2. When approval for a collective bargaining waiver is required by the Innovation School Act the following procedures will be adhered to:

    a. The vote shall be taken by means of a secret ballot.
    b. A third party shall be retained to conduct and tabulate the vote.

3. Prior to being hired by an innovation school the District shall provide the educator with notice that the school is a school of innovation and provide access for the educator to the applicable waivers.

Article 46, Artificial Intelligence (AI)

A. General Considerations
    1. Aurora Public Schools is committed to a human-centered approach to artificial intelligence that prioritizes student safety, elevates educator expertise, and strengthens instructional practice.
    2. The District recognizes that AI has the potential to enhance teaching and learning, expand access and opportunity, and improve organizational effectiveness. At the same time, the District is committed to the use of clear guardrails, transparency, and accountability in any implementation of AI to ensure that its use aligns with our values and serves the best interests of students and staff.

    3. AI in the District will be implemented in ways that:

a. Require human oversight and professional judgment in all decisions
b. Prioritize student and staff privacy and uphold data security standards
c. Support, rather than replace, the expertise and agency of educators
d. Are introduced through thoughtful vetting, piloting, and evaluation processes
e. Reflect transparency with families, staff, and the broader community
f. Are guided by evidence of impact rather than external pressure.

4. The District affirms that pedagogy and educator expertise and agency will lead technology, and not the other way around, and that any AI implementation will remain grounded in the District's commitment to equity, safety, and human-centered practice.

5. "Artificial Intelligence" or "AI" refers to the development of systems that can perform tasks typically requiring human intelligence, such as reasoning, learning, and problem-solving.

B. Training & Compensation
1. AI-related training or professional learning shall be conducted in accordance with the Collective Bargaining Agreement.

C. Workload
1. District-implemented AI applications and processes are intended to support educators by streamlining work, improving efficiency, and enhancing professional practice.

2. The District will not require the use of AI in a manner that results in a substantive overall increase in assigned workload.

3. The District is not responsible for workload increases resulting from optional use of AI tools beyond District expectations.

D. Discipline, Evaluation, and Hiring
1. All material decisions related to discipline, evaluation, and hiring shall be made by qualified human decision-makers, including supervisors and Human Resources staff.

2. AI tools may be used to support the development or organization of materials; however, AI shall not be the sole basis for any employment-related decision. (2026)

Article 47, Savings

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law by reason of existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and be recognized by both parties as a binding contract between them. (2022)

2. If any provision of this Agreement is invalidated by a statute or a final judgment of a court of competent jurisdiction, either party to this Agreement may request negotiations, which negotiations shall commence within 30 days after the request for them. The negotiations shall be limited to consideration of a legal substitute provision, if any, which is directly related to the provision that was invalidated. (2022)

Article 48, Entire Agreement

1. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement (and in the Appendices attached hereto) between the parties. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and without qualification, waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. (2022)

2. This Agreement sets forth all of the negotiated rights and obligations of the parties, and all prior agreements and memoranda are superseded and of no force and effect. (2022)

3. Copies of this Agreement are currently available to all teachers, as well as the general public, for viewing and/or printing via the District's Web site(s). (2022)

4. Any Board policies or administrative regulations or procedures in direct conflict with a specific provision of this Agreement, whether enacted before or after the date hereof, shall be deemed superseded and of no force and effect. (2022)

5. Nothing contained in this Article shall preclude the parties by mutual agreement from negotiating changes, amendments, modifications or supplements to this Agreement during its term. (2022)

Article 49, Term of Agreement

1. This Agreement shall be effective as of October 3, 2022, and shall remain in effect until and including June 30, 2028, except as specifically set forth in Article 2 of this Agreement. (2022)

2. If this Agreement has not been previously terminated pursuant to Article 2 of this Agreement, and if either party desires negotiations for an agreement to be effective from and after June 30, 2028, it shall so notify the other party during either January or February of 2028. If no such notice is given, this Agreement shall terminate on June 30, 2028. If such notice is given, negotiations on all subjects negotiable pursuant to Section 1 of Article 2 and specified in said notice shall be conducted as set forth in Article 3 of this Agreement. If such negotiations have not resulted in mutual agreement on the terms and conditions of a successor agreement by June 30, 2028, this Agreement shall terminate on that date. However, if mediation extends beyond that date, the parties may proceed to fact finding (Article 3, Section 8). (2022)

IN WITNESS WHEREOF, the parties hereto have affixed the signatures of their authorized representatives on this 20th day of September, 2022. (2022)

AURORA EDUCATION ASSOCIATION

By /s/ Linnea Reed-Ellis President

THE BOARD OF EDUCATION OF JOINT SCHOOL DISTRICT NO. 28J OF THE COUNTIES OF ADAMS AND ARAPAHOE COLORADO

By /s/ Dr. Anne Keke, President

Appendix A, Educator Salary Schedule

Effective July 1, 2026

Step	BA	BA 15	BA 30	BA 45	BA 60	MA	MA 30	MA 45	MA 60	MA 75	MA 90	DOC
1	$61,805	$61,805	$64,492	$64,492	$70,185	$70,185	$72,862	$72,862	$75,561	$75,561	$78,250	$91,973
2	$62,884	$62,884	$65,571	$65,571	$71,264	$71,264	$73,941	$73,941	$76,639	$76,639	$79,329	$93,074
3	$63,963	$63,963	$66,650	$66,650	$72,344	$72,344	$75,020	$75,020	$77,718	$77,718	$80,408	$94,175
4	$65,041	$65,041	$67,729	$67,729	$73,422	$73,422	$76,098	$76,098	$78,797	$78,797	$81,487	$95,275
5	$66,120	$66,120	$68,807	$68,807	$74,501	$74,501	$77,177	$77,177	$79,876	$79,876	$82,566	$96,377
6	$68,400	$68,400	$71,037	$71,037	$75,580	$75,580	$78,256	$78,256	$80,955	$80,955	$83,645	$97,477
7	$71,858	$71,858	$74,633	$74,633	$77,522	$77,522	$80,527	$80,527	$83,653	$83,653	$85,264	$100,229
8	$75,316	$75,316	$78,231	$78,231	$81,264	$81,264	$84,420	$84,420	$87,705	$87,705	$89,396	$102,982
9	$78,458	$78,458	$81,374	$81,374	$84,407	$84,407	$87,563	$87,563	$90,847	$90,847	$92,538	$105,734
10	$80,765	$80,765	$83,772	$83,772	$86,903	$86,903	$90,160	$90,160	$93,547	$93,547	$95,681	$108,486
11	$83,069	$83,069	$86,172	$86,172	$89,398	$89,398	$92,756	$92,756	$96,249	$96,249	$98,824	$111,238
12	$84,798	$84,798	$87,969	$87,969	$91,269	$91,269	$94,702	$94,702	$98,275	$98,275	$100,889	$113,990
13	$85,950	$85,950	$89,168	$89,168	$92,517	$92,517	$96,000	$96,000	$99,625	$99,625	$102,267	$116,742
14	$87,103	$87,103	$90,368	$90,368	$93,766	$93,766	$97,299	$97,299	$100,975	$100,975	$103,644	$119,494
15	$88,256	$88,256	$91,566	$91,566	$95,013	$95,013	$98,596	$98,596	$102,326	$102,326	$105,022	$122,246
16	$89,408	$89,408	$92,766	$92,766	$96,259	$96,259	$99,896	$99,896	$103,677	$103,677	$106,399	$124,998
17	$90,561	$90,561	$93,966	$93,966	$97,507	$97,507	$101,193	$101,193	$105,027	$105,027	$107,776	$127,750
18	$91,714	$91,714	$95,165	$95,165	$98,754	$98,754	$102,492	$102,492	$106,378	$106,378	$109,154	$127,750
19	$92,464	$92,464	$95,945	$95,945	$99,566	$99,566	$103,335	$103,335	$107,257	$107,257	$110,053	$127,750
20	$93,214	$93,214	$96,725	$96,725	$100,379	$100,379	$104,180	$104,180	$108,135	$108,135	$110,946	$127,750
21	$93,962	$93,962	$97,504	$97,504	$101,189	$101,189	$105,023	$105,023	$109,011	$109,011	$111,843	$127,750
22	$94,539	$94,539	$98,105	$98,105	$101,812	$101,812	$105,673	$105,673	$109,688	$109,688	$112,530	$127,750
23	$95,116	$95,116	$98,702	$98,702	$102,436	$102,436	$106,321	$106,321	$110,364	$110,364	$113,220	$127,750
24	$95,690	$95,690	$99,302	$99,302	$103,061	$103,061	$106,970	$106,970	$111,038	$111,038	$113,907	$127,750
25	$96,844	$96,844	$100,030	$100,030	$104,309	$104,309	$108,269	$108,269	$112,389	$112,389	$114,510	$127,750

Appendix A1*, Educator Salary Schedule

Effective July 1, 2026

Step	BA	BA 15	BA 30	BA 45	MA	MA 15	MA 30	MA 45	MA 60	MA 75	DOC
15	-	-	-	-	-	-	$98,596	$98,596	-	-	-
16	-	-	-	-	-	-	$99,896	$99,896	$103,677	$103,677	-
17	-	-	-	-	-	-	$101,193	$101,193	$105,027	$105,027	-
18	-	-	-	-	-	-	$102,492	$102,492	$106,378	$106,378	-
19	-	-	-	-	$99,566	$99,566	$103,335	$103,335	$107,257	$107,257	$127,750
20	-	-	-	-	$100,379	$100,379	$104,180	$104,180	$108,135	$108,135	$127,750
21	-	-	-	-	$101,189	$101,189	$105,023	$105,023	$109,011	$109,011	$127,750
22	-	-	$98,105	$98,105	$101,812	$101,812	$105,673	$105,728	$109,688	$109,688	$127,750
23	-	-	$98,702	$98,702	$102,436	$102,436	$106,321	$106,847	$110,364	$110,364	$127,750
24	-	-	$99,302	$99,302	$103,061	$103,061	$106,970	$107,969	$111,038	$111,092	$127,750
25	$96,268	$96,268	$99,903	$99,903	$103,684	$103,684	$107,620	$109,090	$111,713	$112,248	$127,750
26	$96,268	$96,268	$99,903	$99,903	$103,684	$104,710	$108,607	$110,213	$111,802	$113,405	$127,750
27	$96,268	$96,268	$99,903	$100,045	$104,125	$105,758	$109,712	$111,333	$112,944	$114,562	$127,750
28	$96,268	$96,268	$99,903	$101,021	$105,158	$106,808	$110,814	$112,454	$114,079	$115,719	$127,750
29	$96,268	$96,268	$100,320	$101,996	$106,188	$107,857	$111,918	$113,572	$115,218	$116,877	$127,750
30	$96,268	$96,901	$101,276	$102,975	$107,220	$108,904	$113,022	$114,697	$116,358	$118,029	$127,750
31	$96,268	$97,807	$102,240	$103,952	$108,253	$109,956	$114,126	$115,816	$117,495	$119,187	$127,750
32	$96,951	$98,709	$103,199	$104,927	$109,285	$111,002	$115,231	$116,941	$118,634	$120,344	$127,750
33	$97,836	$99,614	$104,159	$105,908	$110,315	$112,052	$116,331	$118,061	$119,774	$121,499	$127,750
34	$98,728	$100,520	$105,115	$106,883	$111,349	$113,103	$117,437	$119,183	$120,911	$122,656	$127,750
35	$99,612	$101,426	$106,077	$107,862	$112,380	$114,152	$118,540	$120,303	$122,050	$123,812	$127,750
36	$100,502	$102,328	$107,038	$108,838	$113,411	$115,200	$119,643	$121,425	$123,187	$124,966	$127,750
37	$101,389	$103,236	$107,997	$109,814	$114,444	$116,250	$120,747	$122,548	$124,325	$126,125	$127,913
38	$102,273	$104,143	$108,956	$110,792	$115,474	$117,297	$121,852	$123,670	$125,466	$127,282	$129,087
39	$103,165	$105,047	$109,916	$111,770	$116,504	$118,348	$122,955	$124,790	$126,605	$128,436	$130,259
40	$104,053	$105,954	$110,876	$112,748	$117,539	$119,395	$124,060	$125,911	$127,745	$129,594	$131,434
41	$104,940	$106,858	$111,838	$113,724	$118,570	$120,444	$125,161	$127,030	$128,882	$130,753	$132,610
42	$105,828	$107,763	$112,795	$114,702	$119,601	$121,494	$126,266	$128,151	$130,021	$131,907	$133,780
43	$106,716	$108,668	$113,759	$115,679	$120,634	$122,545	$127,370	$129,272	$131,162	$133,063	$134,954
44	$107,679	$109,648	$114,718	$116,656	$121,791	$123,720	$128,484	$130,401	$132,298	$134,218	$136,126
45	$108,651	$110,639	$115,679	$117,634	$122,960	$124,908	$129,632	$131,519	$133,466	$135,383	$137,307

46	$109,634	$111,639	$116,648	$118,620	$124,141	$126,109	$130,929	$132,646	$134,602	$136,583	$138,526
47	$110,624	$112,651	$117,626	$119,615	$125,334	$127,322	$132,190	$134,164	$135,788	$137,757	$139,718
48	$111,625	$113,670	$118,606	$120,613	$126,538	$128,546	$133,464	$135,457	$137,098	$139,087	$141,067
49	$112,636	$114,700	$119,595	$121,620	$127,755	$129,783	$134,751	$136,765	$138,422	$140,432	$142,431
50	$113,655	$115,739	$120,601	$122,644	$128,985	$131,032	$136,052	$138,085	$139,758	$141,789	$143,809

*As outlined in Article 11, in 2020-21 only eligible educators were able to elect to remain on Appendix A1 when a new schedule was implemented. The decision to transition to the new or remain on the old salary schedule was a one-time, non-revocable election.

Appendix B, Extracurricular Activities Salary Schedule									
Compiled on the BA, Step 1 Salary = $61,805				**$61,805**					
Effective July 1, 2026									
		Head Basketball HS	Head Baseball HS	Asst. Cheerleader HS	Intramurals HS/MS	Asst Coaches MS	Assistant Unified HS	Assistant Unified MS	Unified Student Support
		Head Football HS	Head Track HS	Asst. Pom Pon HS	Instrumental Music MS	Asst Student Council	Head Unified MS		
		Band HS	Head Wrestling HS	All Asst. Coaches HS	Vocal Music MS	Unified HS			
		Instrumental HS	Head Swimming HS	*Head Golf HS*	Head Coaches MS	Unified Coordinator HS & MS			
		Vocal HS	Head Lacrosse	*E-Sports (year-round)*					
		Dramatics HS	Head X Country HS	*HS Student Council*					
		Speech HS	Head Tennis HS						
		Head Cheerleader HS	Head Softball HS						
		Head Pom Poms	Journalism HS						
		Head Soccer HS	*Bowling*						
		Head Volleyball HS	Head Girls Flag Football						
		Strength & Conditioning	Annual Sponsor						
Years	**INDEX**	**10.50%**	**9%**	**8%**	**7%**	**6%**	**5%**	**4%**	**2%**
1	1	$6,490	$5,562	$4,944	$4,326	$3,708	$3,090	$2,472	$1,236
2	1.041	$6,756	$5,791	$5,147	$4,504	$3,860	$3,217	$2,574	$1,287
3	1.082	$7,022	$6,019	$5,350	$4,681	$4,012	$3,344	$2,675	$1,337
4	1.1435	$7,421	$6,361	$5,654	$4,947	$4,240	$3,534	$2,827	$1,416
5	1.205	$7,820	$6,703	$5,958	$5,213	$4,469	$3,724	$2,979	$1,490
6	1.2665	$8,219	$7,045	$6,262	$5,479	$4,697	$3,914	$3,131	$1,566
7	1.328	$8,618	$7,387	$6,566	$5,745	$4,925	$4,104	$3,283	$1,642
8	1.3895	$9,017	$7,729	$6,870	$6,011	$5,153	$4,294	$3,435	$1,718
9	1.451	$9,416	$8,071	$7,174	$6,278	$5,381	$4,484	$3,587	$1,794
10	1.5125	$9,815	$8,419	$7,478	$6,544	$5,609	$4,674	$3,739	$1,870
11	1.574	$10,215	$8,755	$7,782	$6,810	$5,837	$4,864	$3,891	$1,946

Credit for outside experience: Credit for outside experience in coaching shall be allowed on a step-for- each-year basis up to five (5) years. This experience must be in the activity to which the teacher is assigned. For teachers hired after Jan. 1, 1979, no credit shall be given for outside experience at a middle or junior high level if the teacher is performing duties under this Appendix B at the high school level, except that teacher with ninth-grade coaching experience shall receive credit assigned to a ninth- grade coaching assignment in the same activity. In addition, in its sole discretion, the District may give year-for-year credit or it may give less than year-for-year credit for outside coaching experience of more than five (5) years. The District shall not grant more than five (5) years credit unless the Chief People Officer deems it necessary to do so to obtain highly qualified coaches in a particular sport.

Experience credit within the District: Those teachers within the School District shall receive experience credit for each year in a given activity without penalty for grade level

or title (e.g. an assistant coach in basketball at the middle school level shall receive full credit for years of experience toward a position in basketball at the senior level).

Appendix C, Extra Pay for Extra Duty

Elementary Schools

1. Teachers who supervise at special events shall be paid $25 per hour.
2. Teachers who perform the following extra duties shall receive the amounts indicated:
   a. Safety Patrol Supervisor – $495 per school year
   b. Student Council Sponsor – $468 per school year
   c. School Chorus Sponsor – $413 per school year per school, plus $61 for each performance held outside the regular school day (the sponsor shall be paid for a maximum of six (6) such performances per school per school year)
   d. Sponsor of clubs approved from time to time by the building principal $303 per club per school year

Middle Schools

1. Teachers who supervise at special events or work at athletic events shall be paid $25 per hour.
2. Teachers who perform the following extra duties shall receive the amounts indicated:
   a. Sponsors at drama, talent and similar shows – $303 per production per person
   b. Head Student Council Sponsor – $715 per school year
   c. Assistant Student Council Sponsor – $440 per school year
   d. Sponsor of clubs approved from time to time by the building principal – $413 per club per school year

High Schools

1. Teachers who supervise dances, plays and other special events or who work at athletic events shall be paid $25 per hour.
2. Teachers who perform the following extra duties shall receive the amounts indicated:
   a. Career and Technical Education Teachers who sponsor Career and Technical Education Student Organizations will be provided a yearly stipend of $2000
   b. Head Junior or Senior Class Sponsor – $1,430 per school year
   c. Assistant Junior or Senior Class Sponsor – $1,018 per school year
   d. Head Freshman or Sophomore Class Sponsor – $715 per school year
   e. Assistant Freshman or Sophomore Class Sponsor – $468 per school year
   f. National Honor Society – $1,430
   g. Sponsor of clubs chartered from time to time by the Board of Education – $605 per club per school year

Memorandum of Understanding

The purpose of this Memorandum of Understanding between the Aurora Education Association (the “Association”), and Aurora Public Schools Board of Education (the “Board”) is to memorialize the commitment and agreement to form a joint Artificial Intelligence (AI) working group.

The parties agree as follows:

A joint AI working group shall be established. The group shall be composed of an equal number of representatives named by the Association and by District leadership, representing a variety of levels and specializations. This group will begin meeting at least monthly during the contract year by August 2026.

The purpose of the working group shall be to recommend contract language for the 2026-27 bargaining year. The scope of this language will include but not be limited to:

A. Joint decision-making regarding educator use of AI
B. Use of AI in:
    a. observations of educators
    b. evaluations of educators
    c. surveillance of educators and students
    d. disciplinary procedures or other adverse employment action
C. Professional development and training related to AI, including safety and best practices

Concerns about AI implementation can be brought to this group to be routed to the appropriate departments or be further discussed.

_____	_____
Linnea Reed-Ellis, President Aurora Education Association	Dr. Joy Ross, Chief People Officer Aurora Public Schools